

THE  
**ATTORNEY'S**  
 COMPLETE  
**Pocket-Book:**  
 CONTAINING

Near three Hundred and Fifty of such choice  
 and approved Precedents in **Law, Equity,**  
**and Conveyancing**, as an Attorney may  
 have Occasion for, when absent from his  
 Office;

Digested under the following Heads,

|                    |                    |                   |
|--------------------|--------------------|-------------------|
| Acquittances.      | Fines.             | Mortgages.        |
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Calculated for the Use of Practisers in general, but  
 more particularly for the Assistance of *Country*  
*Attornies* and their Clerks: Also necessary for  
 Gentlemen, Landlords, Stewards, Tenants,  
*&c. &c. &c.*

**By an Attorney at Law.**

In the SAVOY:

Printed by HENRY LINTOT, (Assignee of *Edw.*  
*Sayer, Esq;*) for *C. Ward* and *B. Chandler*,  
 at the *Ship* without *Temple-Bar*; and at their  
 Shops in *York* and *Scarborough*. 1741.



THE

PLATE FIVE

which



# THE PREFACE.

**T**HE Usefulness of a Book of this Nature is evident to all Practisers in the Law; for when absent from their Books and Papers, they may have Occasion for most (if not all) of the *Precedents* here collected: And tho' there are many Books which seem to be of this Kind, yet there is not one which answers the Purpose hereby intended; for they being filled with little more than *Vocabularies* in English and Latin, or a few *Terms of Declarations, Writs, and such like*, which are not necessary to be carried in the Pocket, a great many more useful Things must consequently be omitted.

Which

## The PREFACE.

*Which Reasons induced the Compiler to pursue this Undertaking; wherein he has not only collected a great Variety of the most useful Precedents, and some Instructions relating to them, but also reduced many Precedents into one in a Method intirely new; as for Instance, the Præcipe and Concord of a Fine will serve a great Variety of Cases, whereby many Mistakes, which a Multitude of Precedents might occasion, will be prevented: And throughout the whole such Methods are pursued, that it contains more in this small Compass, than any other Book extant: Therefore 'tis hoped it will truly answer its Title, and meet with a general Approbation.*

THE



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THE  
ATTORNEY'S  
Complete Pocket-Book.

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Acquittances.

**R** Eceived this — Day of — 1740, of *In full for*  
Mr. A. B. the Sum of 20 l. in full for *Goods Sold*  
Goods Sold and of all Demands, *and all*  
*Demands.*  
By me C. D.

20 00 00

— The Sum of 10 l. in Part of 20 l. *In part of*  
due on a Bond dated the — Day *Money due*  
of — enter'd into by the said A. B. to me *on Bond.*  
in the Penalty of 40 l.  
By me C. D.

10 00 00

B

Received

# Acquittances.

For a Legacy.

Received this — Day of — 1740, of Mr. *A. B.* Executor of the last Will and Testament of *C. D.* deceased, the Sum of 50 *l.* in full for a Legacy bequeathed to me in and by the said Will and Testament of the said *C. D.*

50 00 00

By me *E. F.*

For Consideration Money in a Conveyance or Security.

Received the Day of the Date of the within written Indenture of the within named *A. B.* the Sum of 100 *l.* being the Consideration Money within mentioned to be paid by him to me. I say received

By me *C. D.*

The like when there are two Originals and two Receipts for the same Sum.

As before to, by him to me and for which, the like Receipt is given on another Part of the within written Indenture.

I say receiv'd.

The like where there are several for the same Sum on several Deeds.

As before to, paid to me, and for which Sum two several Receipts are indorsed on the Back of one Indenture of Release, bearing equal Date with the Indenture within written and made between —

I say received

Another.

I the within Named *A. B.* do hereby acknowledge to have received of the within Named *C. D.* the within mentioned Sum of — in such Manner as the same is indorsed upon an Indenture of Release, bearing Date — and made between — I say received

Received

## Affidavits.

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**R** Eceived this \_\_\_\_\_ Day of \_\_\_\_\_ of For Wri-  
A. B. two several Indentures, one of Lease tings.  
and the other of Release, Dated \_\_\_\_\_ and  
both made between \_\_\_\_\_ purporting a  
Mortgage from the said \_\_\_\_\_ to the said  
\_\_\_\_\_ of Lands in \_\_\_\_\_ for securing  
\_\_\_\_\_ and Interest. And also a Bond for  
the Performance of the Covenants contained in  
the said Mortgage. I say received in order to re-  
cover the Monies due thereon,

By me C. D.

*Or it may be, for which said Writings, I here-  
by promise to be accountable to the said A. B. or  
to redeliver them on Demand.*

## Affidavits.

*Of the Cause of Action in Order to hold  
a Defendant to special Bail*

*For Goods Sold.*

**A** B. of \_\_\_\_\_ (Mercer) maketh Oath,  
that C. D. of \_\_\_\_\_ (Yeoman) is  
indebted to him the said Deponent in the Sum of  
\_\_\_\_\_ for Goods sold and delivered (*but if  
only for one Thing, as for a Gelding, say, for a  
Gelding sold and delivered*) by the said Deponent  
to the said C. D.

A. B.

Sworn at \_\_\_\_\_ the \_\_\_\_\_ Day of  
\_\_\_\_\_ in the Year of our  
Lord \_\_\_\_\_ Before \_\_\_\_\_

## Affidavits.

### *The like where several Plaintiffs.*

— Indebted to him the said Deponent and Company (or the other Plaintiffs may be particularly Named) in the Sum of — for Goods sold and delivered, by him the said Deponent and Company, to the said C. D.

### *For Money lent and accommodated.*

— For so much Money by the said Deponent to the said C. D. lent and accommodated.

### *For Money had and received.*

— For so much Money had and received by the said C. D. for the Use of the said Deponent.

### *For Money laid out and expended.*

— For so much Money of the said Deponent for the said C. D. at his Request paid, laid out, and expended.

### *For Money due on Account stated.*

— For so much Money due to the said Deponent upon the Ballance of Accounts stated by and between the said C. D. and the said Deponent.

### *For Work done, and Materials found.*

— For Work and Labour done and performed by the said Deponent (or the said Deponent's Servants, or both, as the Case is,) and



## **Affidavits.**

and for Materials (*if any*) about the said Work and Labour by the said Deponent found and provided.

### ***For Meat, Drink, Washing and Lodging.***

— For Meat, Drink, Washing and Lodging by the said Deponent for the said C. D. found and provided.

### ***For Journies, Horse-hire and Expences.***

— For divers Journies taken by the said Deponent (*or his Servant, &c.*) for the said C. D. at his Request, and for Horse-hire and necessary Expences in and about the said Journies.

### ***For Fees, &c. by an Attorney.***

— For Fees, Work and Labour, Money laid out, Journies and Attendances of the said Deponent in and about prosecuting and defending divers Suits and Actions; and for Drawing and Ingrossing divers Deeds and Writings, and Money laid out about the same for the said C. D. (*or in fewer Words as in the next.*)

### ***The like by the Executor or Administrator, &c. of an Attorney.***

— Indebted unto the said Deponent as Executor (*or Executrix*) of the last Will and Testament, (*or as Administrator or Administratrix of all and singular the Goods and Chattels which were*) of E. F. Gent. deceased, for Fees, Work, Labour, and Journies of the said E. F. in his Life-time about divers Affairs of the said C. D. and for Money by him the said E. F. in his Life-time about the same laid out and expended.

## Affidavits.

*For Medicines, &c. of an Apothecary.*

— For divers Medicines and other Things belonging to the Business of an Apothecary by the said Deponent found and provided, administered and given to the said C. D. (or, to his Wife, Child, or Servant, as the Case is) at his Request.

Note; You may add for Goods sold, Money laid out, Journies and Attendances, &c. as Occasion requires.

*For Cure of a Wound, &c. by a Surgeon.*

— For the Work and Labour in and about curing a Wound, &c. (as the Case is) of the said C. D. and for divers Things appertaining to the Business of a Surgeon, by the said Deponent about the same found and provided.

*On a Judgment.*

**A.** B. of—maketh Oath that D. E. is indebted to P. Q. in the Sum of — l. for Debt and Costs on a Judgment obtained by the said P. Q. against the said D. E. as it appears to this Deponent by the Inquisition (or Possession) in the said Cause, and by the Master's (or Prothonotary's) Taxation thereon; or if on a Judgment without Trial where no Inquiry is necessary, then say in the Sum of — l. for Debt and Costs on a Judgment obtained by the said P. Q. against the said D. E. as appears to this Deponent by the said Judgment and the Master's (or Prothonotary's) Taxation thereon.

*On a Bond.*

— For Principal and Interest due on a Bond entered into by the said C. D. E. F. and G. H. jointly and severally unto the said Deponent in the penal Sum of —

On

*On a Note, by the Drawee against Drawer.*

— That *A. B.* of — is indebted to the said Deponent *C. D.* in — *l.* upon a Promissory Note, under the Hand of the said *A. B.* payable to the said Deponent *C. D.* or Order, on Demand (or, on a certain Day now past, or mention the Day, as the Case requires).

*C. D.*

*By the Indorsee against the Drawer.*

— That *A. B.* of — is Indebted to the said Deponent *E. F.* in — as Indorsee of one *C. D.* of a Promissory Note drawn by the said *A. B.* and payable to the said *C. D.* or Order, &c. (as above.)

*E. F.*

*By the second Indorsee against the Drawer.*

— That *A. B.* of — is indebted to the said Deponent *G. H.* in — *l.* as Indorsee of one *C. D.* of a promissory Note, drawn by the said *A. B.* and payable to the said *C. D.* or Order, &c. (as above.)

*G. H.*

*By an Indorsee against an Indorser.*

— That *C. D.* of — is indebted to the said Deponent *E. F.* in — *l.* as Indorsee of a promissory Note, drawn by one *A. B.* and payable to the said *C. D.* or Order, &c. (as above.)

*E. F.*

## Affidavits.

*By the second Indorsee against the first Indorser.*

— That C. D. of — is indebted to the said Deponent G. H. in — l. as Indorsee of one E. F. who is the Indorsee of the said C. D. of a promissory Note, drawn by one A. B. and payable to the said C. D. or Order, &c. (as before.)

G. H.

*By the second Indorsee against the second Indorser.*

— That E. F. of — is indebted to the said Deponent G. H. in the Sum of — l. as Indorsee of the said E. F. who is the Indorsee of one C. D. of a Promissory Note, drawn by one A. B. and payable to the said C. D. or Order, &c. (as above.)

Note ; The same Method may be pursued if there be more Indorsors or Indorsees.

*On a Bill of Exchange, by the Drawer.*

— That C. D. is indebted to this Deponent A. B. in — l. upon an Inland (or Foreign) Bill of Exchange, drawn by one E. F. upon the said C. D. payable to the said A. B. or Order on a Day now past, and accepted by the said C. D. according to the Custom of Merchants.

A. B.

*The like by an Indorsee.*

— That L. M. of — is indebted to the said Deponent J. F. in — l. as Indorsee of one G. U. of a Bill of Exchange drawn by one E. F. upon the said L. M. payable to the said G. U. at a Day now past, and accepted by the said L. M. according to the Custom of Merchants.

For



## Affidavits.

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### *For Rent.*

— Indebted unto the said Deponent for a Year's Rent of a House (*Messuage, &c.*) in — due to the said Deponent at — last past.

### *For the Use and Occupation.*

— For the Use and Occupation of a Messuage, &c. in — from — to — last.

### *For Grazing Cattle.*

— For Grazing, Feeding, or Depasturing the Cattle (*or mention the Particulars*) of the said C. D. from — to — last.

### *For the Hire of Milch Cows.*

— For the Milk, Use, and Produce of — Milch Cows by the said C. D. had and received, (*or say for the Hire of Milch Cows.*)

### *For Boot, on an Exchange.*

— Indebted to the said Deponent A. B. in the Sum of — l. which the said C. D. promised to pay the said Deponent upon an Exchange lately made between the said C. D. and this Deponent of a certain Mare of the said Deponent for a certain Horse of the said C. D.

### *A Quaker's Affirmation.*

In the King's Bench.

A. B. of — Grocer, (being one of the People called Quakers) solemnly affirms that, &c. (*as above*) is indebted to this

**Affidavits.**

Affirmant, &c. (according to the Cause of Action,  
saying Affirmant instead of Deponent.)

A. B.

Affirmed at — the —  
Day of — in the Year  
of our Lord — Be-  
fore —.

*Affidavit of taking Bail.*

To be annexed to the Bail-piece, *vide* Title  
*Bail-pieces.*

In the King's Bench.

Between { A. B. Plaintiff,  
and  
C. D. Defendant.

**T.** B. of — in the County of  
— maketh Oath, that the Re-  
cognizance of Bail or Bail-piece hereto annexed,  
was duly acknowledged by —, (naming  
the Bail) before E. F. the Commissioner who took  
the same in this Deponent's Presence, the —  
Day of — last past.

Sworn, &c.

T. B.

*Of Justification of Bail.*

In the King's Bench.

Between { A. B. Plaintiff,  
and  
C. D. Defendant.

**H.** E. of — and J. D. of —  
the Defendant's Bail in this Cause several-  
ly make Oath, that they these Deponents are  
House-keepers in — aforesaid, and that  
they are each of them worth the Sum of — and  
upwards, exclusive of all Debts or Demands due  
from them to any Person or Persons whatsoever.

Sworn, &c.

J. D. H. E.

*Affida-*

## Affidavits.

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### *Affidavit of Service of a Copy of a Process.*

In the King's Bench.

Between } P. Q. Plaintiff,  
and  
D. E. Defendant.

**A.** B. of ——— in the County of ——— maketh Oath, that he the said Deponent on the ——— Day of ——— Personally served the above Defendant with a true Copy of a Lat' (*Alias Ca'*, *Plur' Ca'*) which appears to the said Deponent to be regularly issued out of this Honourable Court against the said Defendant (*and others*;) at the Suit of the said Plaintiff, returnable on ——— under which said Copy was written a Notice to the Defendant of the Intent of such Service, pursuant to the Act of Parliament in that Case made and provided.

Sworn, &c.

A. B.

*In the Common Pleas the like Form will do by only saying Ca', &c. instead of Lat'.*

### *Affidavit of delivery of Declaration against a Prisoner.*

In the King's Bench.

Between } A. B. Plaintiff,  
and  
C. D. Defendant.

**E.** F. of, &c. maketh Oath, that this Deponent did on the ——— Day of ——— deliver unto the Keeper or Gaoler or Turnkey of the County Gaol of ———, a true Copy of a Declaration hereunto annexed, and the said Keeper, Gaoler or Turnkey, then acknowledged the said Defendant to be a Prisoner in the said Gaol. And this Deponent saith that the said Defendant

## Affidavits.

fendant was arrested or charged in Custody by virtue of a *Lai'* appearing to this Deponent to be issued out of this Court, and returnable before the Delivery of the said Declaration.

*Sworn, &c.*

*E. F.*

In the C. B. *The same, only say by Virtue of a Ca' or other Process, as the Case is.*

*Affidavit of Service of Declaration in Ejectment.*

In the King's Bench.

Between } *A. B. Plaintiff,*  
and  
C. D. Defendant.

**A.** B. of \_\_\_\_\_ maketh Oath, that he this Deponent, did on the \_\_\_\_\_ Day of \_\_\_\_\_ deliver a true Copy of the Declaration hereto annexed, unto *G. H. Tenant* in Possession of Part of the Premises in the said Declaration mentioned, and also on the same Day did deliver one other Copy of the said Declaration to *D. the Wife of E. F. one other Tenant* in Possession of the other Part of the Premises in the said Declaration mentioned, under which Declaration and Copies so delivered, was written a Notice to the said *G. H. and E. F.* purporting that unless they did appear by some Attorney of the Court of King's Bench, this present *Hillary* Term, Judgment would be signed against the casual Ejector by Default, and they would be turned out of Possession, and at the same Time this Deponent acquainted the said *G. H. and D. the Wife of E. F.* of the Intent and Meaning of the said Declaration and Notice.

*Sworn, &c.*

*A. B.*

In the Common Pleas *the same Form, Mutatis mutandis.*

To



*To change the Venue.*

In the King's Bench.

Between  $\left\{ \begin{array}{l} A. B. \text{ Plaintiff,} \\ \text{and} \\ C. D. \text{ Defendant.} \end{array} \right.$

**C.** D. of — the Defendant in this Cause, maketh Oath, that the Cause of Action mentioned in the Declaration delivered in this Cause, (if any such there be) did arise in the County of N. and not in the City of L. nor elsewhere, out of the said County of N.

Sworn, &c.

C. D.

*Affidavit of the Truth of a dilatory Plea, or Plea in Abatement.*

In the King's Bench.

Between  $\left\{ \begin{array}{l} A. B. \text{ Plaintiff,} \\ \text{and} \\ C. D. \text{ Defendant.} \end{array} \right.$

**C.** D. of, &c. the Defendant in this Cause, maketh Oath, That the Substance and Matter of Fact in the Plea hereto annexed is true.

Sworn, &c.

C. D.

*But if the Plea be for a Filazer, or other Officer, there need not be any Affidavit, but a Copy of the Grant of the Office affixed to his Plea.*  
1 Instr. Cl. 250. 7th Edit.

*Affidavit*

*Affidavit for Increase of Costs, after Trial.*

In the King's Bench.

Between } *A. B.* Plaintiff,  
and  
} *C. D.* Defendant.

**C.** *D.* of, &c. the Defendant in this Cause, and *J. B.* of, &c. his Attorney, severally make Oath as follows: And first the said *G. D.* for himself saith, that pursuant to Notice of Trial given in this Cause for the last Assizes held at *T.* in the said County, he this Deponent, and the said *J. B.* together with — Witnesses, which this Deponent believes were material or necessary in this Cause, to wit, *E. F.* of and — &c. attended at the said Assizes; and that all the said Witnesses took a Journey from their respective Habitations to *T.* aforesaid, being upwards of — Miles; and that this Cause was tried on — the — Day of — between — and — o'Clock in — noon; and that these Deponents and the said Witnesses were on that Account from home — Days; and that this Deponent hath paid — for Horse-hire, and other necessary Expences of himself, his said Attorney and the said Witnesses, on their said Journeys, at the said Assizes, the Sum of — and this Deponent *J. B.* for himself saith, that he paid — (Fees in Court, or to Counsel, &c. as the Case is —.)

Sworn, &amp;c.

For

*For Costs for Plaintiff's not proceeding to Trial, according to his Notice.*

In the King's Bench.

**A**S in the last, only omit the Words, and that this Cause was tried (such a Time) and saying instead thereof, but these Deponents C. D. and J. B. severally say, that the said Plaintiff did not proceed to Trial, according to his said Notice; neither have they directly or indirectly received any Countermand of the same; and that these Deponents and the said Witnesses were on that Account from home — Days. And then go on, And the said C. D. for himself further says, that he hath paid, &c. as in the last.

*If Countermand be received too late, say, Neither had they directly or indirectly received any Countermand of the same till the — Day of —, &c.*

Note; There must be a Motion for Costs in *Instr. Cl. B. R.* but not in C. B. 100.

*Affidavit of serving Rule and demanding Costs in order to obtain an Attachment. By the Defendant.*

In the King's Bench.

Between  $\left\{ \begin{array}{l} A. B. \text{ Plaintiff,} \\ \text{and} \\ C. D. \text{ Defendant.} \end{array} \right.$

**C.**D. of, &c. the Defendant in this Cause, maketh Oath, that he this Deponent on last past personally served A. B. the above

## Affidavits.

above Plaintiff, with a true Copy of the Rule, and Taxation hereto annexed ; and at the same Time demanded the Money mentioned in the said Taxation ; but the said *A. B.* refused (or neglected) to pay the same.

*Sworn, &c.*

*C. D.*

*By Attorney.*

*If Defendant deposes any Person to receive it, which must be by Letter of Attorney, then say,*

*In the King's Bench.*

Between { *A. B.* Plaintiff,  
                    *and*  
                    *C. D.* Defendant.

**E.** *F. of, &c.* maketh Oath, That, *&c.* (as above) and at the same Time demanded the Money mentioned in the said Taxation ; (then go on) and shewed him a Letter of Attorney from the Defendant, authorising this Deponent to receive the same : But the said *A. B.* refused (or neglected) to pay the same.

*Affidavits to move in Arrest of Judgment.*

*First, That no Notice of Trial was given.*

**C.** *D. of, &c.* the Defendant in this Cause maketh Oath, that he this Deponent had no Notice of Trial in this Cause, at the now Affizes held for the County of *S.* but that the same was tried without any Notice given thereof to him this Deponent.

*C. D.*

*Secondly,*



Secondly, *That the Record differs from the Deed pleaded.*

— That the Record whereon this Cause was tried at the last Assizes held for, &c. differs from the Deed pleaded on the said Trial; for in the Record of the said Cause the Deed is mentioned to bear Date, &c. and to be made between, &c. and the Deed is dated on, &c. and made between, &c.

C. D.

Thirdly, *That there was a Defect in Pleading.*

— E. F. Attorney for Defendant, maketh Oath, that the Counsel for the Plaintiff in this Cause pleaded, &c. when they should have pleaded, &c. or before the Defendant pleaded his Plea of Not-guilty, contrary to the Course of Practice in this Court.

E. F.

*That Plaintiff treated the Jury.*

— E. F. — that G. H. Attorney for Plaintiff, on, &c. last, before the Trial of this Cause came on, treated with, &c. the Jury impanelled for trying this Cause, particularly J. K. L. M. at, &c.

E. F.

*Affidavit to obtain Leave to enter up a Judgment upon an old Warrant of Attorney.*

*If a Warrant of Attorney to confess Judgment be above a Year old, you must not enter it up without Leave of the Court, which will be granted upon a Motion by Counsel, on producing a War-*

## Affidavits.

*a Warrant of Attorney, and an Affidavit that the Debt, or some Part of it, is still due; and that the Defendant is alive, &c. The Form may be as follows:*

In the King's Bench.

Between } *W. S.* Plaintiff,  
and  
} *E. F.* Defendant.

**W.** *S.* of, &c. and *T. N.* of, &c. severally make Oath, and first the said *W. S.* for himself saith, that the Sum of 88*l.* Part of the Debt secured to be paid unto him this Deponent, in and by one Bond or Obligation, in the penal Sum of 180*l.* bearing Date the 8th Day of *September* in the Year of our Lord 1729, entred into by the said Defendant *E. S.* unto him this Deponent (and for which this Deponent hath a Warrant of Attorney executed by the said Defendant, bearing even Date with the Bond aforesaid, to confess Judgment thereon in this honourable Court) is still due and owing unto him this Deponent. And this Deponent further saith, that the aforesaid *E. S.* is now alive, as this Deponent verily believes, he this Deponent having seen and discoursed with the said Defendant on the first Day of this instant *May*; and the aforesaid *T. N.* for himself saith, that he was present, and did see the said Defendant *E. S.* duly execute the Bond and Warrant of Attorney above-mentioned: And further saith, that the Name *T. N.* subscribed as a Witness to the same Bond and Warrant of Attorney aforesaid, is of this Deponent's own proper Hand-Writing.

*Sworn, &c.*

*W. S.*

*T. N.*

*Affidavit*

*Affidavit of Service of a Subpœna ad respondendum, in the Office of Pleas in the Exchequer.*

In the Office of Pleas in the Exchequer.

Between { P. Q. Plaintiff,  
and  
D. E. Defendant.

**I.** F. of ——— Gent. maketh Oath, That he the said Deponent, on the ——— Day of ——— personally served the said Defendant with a Writ of *Subpœna* (issuing out and under the Seal of this honourable Court, against the Defendant (and others) at the Suit of the said Plaintiff, returnable ——— ) by delivering him a true Copy thereof, and at the same Time shewing him the said *Subpœna* so under Seal, as aforesaid, under which said Copy was subscribed a Notice to the Defendant of the Intent of such Service, pursuant to the Statute in that Case made and provided.

Sworn, &c.

J. F.

*Affidavit of Service of Subpœna in Chancery (where one Defendant.)*

In Chancery.

Between { A. B. Complainant,  
and  
C. D. Defendant.

**E.** F. of, &c. Gent. maketh Oath, that he this Deponent, on, &c. served the Defendant with a Writ of *Subpœna* issued out of this honourable Court by delivering the said Writ under

## Affidavits.

under Seal to the said C. D. whereby the said C. D. was directed to appear in the said Court on — then next, at the Suit of the said Complainant, as by the Label thereof appeared to this Deponent.

Sworn, &c.

E. F.

*Where one Subpœna served on several Defendants.*

— Served the Defendant C. D. and on, &c. served the Defendant E. F. and on, &c. served the Defendant G. H. with a Writ of Subpœna under the Seal of this honourable Court, by delivering to the said C. D. and E. F. each of them, a Label thereof, and shewing them the said Writ under Seal, and by delivering the said Writ unto the said G. H. by which said Writ the said Defendants were directed to appear on, &c. at the Suit of, &c.

*Where two Subpœna's served on many Defendants.*

— Served the Defendant C. D. with a Subpœna, &c. by delivering a Label, &c. (as above) and on, &c. served the Defendant E. F. which said Subpœna, by delivering him the same Subpœna under Seal, as aforesaid; and this Deponent farther saith, that on — he this Deponent served the other Defendants with another Subpœna, &c. (as before) by delivering a Label (or Writ) which said Subpœna's were both returnable, &c. at the Suit of the said Complainants, as by the Label thereof appeared to this Deponent.

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*Affidavit of Service of Subpœna for Costs.*

**E.** F. of, &c. maketh Oath, that on, &c. he this Deponent personally served the Defendant with a Writ of *Subpœna* of this honourable Court, by delivering the said Writ under Seal to the Defendant ; by which said Writ the Defendant was enjoined to pay the Sum of, &c. to the Plaintiff for Costs ; and he this Deponent then demanded the said Sum of ——— for the Plaintiff's Use ; but the Defendant refused to pay the same.

E. F.

*Affidavit to support Motion to stay that Answer, where the Plaintiff cannot be found.*

—— Attorney for the Defendant in this Cause maketh Oath, that he this Deponent hath used his utmost Endeavours to find out the Complainant *A. B.* but cannot hear or learn any thing of him, though he hath made Inquiry after the said Complainant, at, &c. the Place this Deponent was informed at which he resided.

E. F.

*Affidavit that Defendant can't Answer without Sight of Goods.*

—— Defendant —— that he this Deponent cannot give in a full and perfect Answer to the Bill of Complaint, without the Sight and Perusal of the Goods and Things mentioned in the said Bill, which Things are now at —— above twenty Miles distant from *London*.

*That*

*That Defendant can't Answer without  
Sight of Writings.*

— Without the Sight of the Indenture,  
 &c. in the said Bill referred to, which is at,  
 &c. (as in the last.)

*That the Defendant is Sick, and not able  
to Answer.*

**E.** F. of — that on — last he saw  
 C. D. the Defendant in this Cause, at  
 his House at — and that he was then so very  
 Sick and Weak in Bed, &c. that he was not ca-  
 pable of answering the Complainant's Bill of Com-  
 plaint in this Suit, as he this Deponent appre-  
 hended.

E. F.

*That Defendant is not able to attend to  
give his Answer to obtain Dedimus Pot'.*

— That Defendant in this Suit by Rea-  
 son of Lameness with the Gout, which for some  
 Time past hath confined him to his Chamber,  
 is disabled to attend to perfect his Answer  
 to the Complainant's Bill of Complaint in this  
 Cause.

*Of a Pauper that he is not worth 5 l.  
to prosecute in Forma Pauperis.*

— That said — maketh Oath,  
 that he this Deponent is not worth in all the  
 World the Sum of 5 l. in Lands, Tenements,  
 Goods

## Affidavits.

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Goods or Chattels, his Wearing Apparel and the Matters of the Suit only excepted.

### *To defend in Forma Pauperis.*

— The said Defendant maketh Oath, that his Debts being paid, he is not worth 5 *l.* in the whole World.

*Affidavit to obtain a Writ Ne exeat Regnum. (Where Defendant would evade the Justice of the Court.)*

— Plaintiff in this Cause maketh Oath, that the Defendant *C. D.* designing to evade the Justice of this Court, and damage the Deponent in his just Cause, is going to *Holland*, or some other remote Parts beyond the Seas, as he this Deponent believes; and that the said *C. D.* hath let his House and sold off his Goods preparatory to the same.

*Another, (where a Debt or Duty would be in Danger.)*

— That *C. D.* oweth unto him this Deponent the Sum of —, and being so indebted, he threatens to leave this Kingdom, whereby the Deponent should either lose his said Debt, or the same would be very much endangered.

*Affidavit of Debt to make a Man a Bankrupt.*

**A.** — maketh Oath that *C. D.* of, &c. is justly indebted to him this Deponent, in the Sum of 100 *l.* and upwards, for Goods sold

## Agreements.

fold and delivered by this Deponent to the said C. D. and that he is become a Bankrupt within the Meaning of some one of the Statutes made against Bankrupts, as this Deponent believes, for which said Sum, or any Part thereof, this Deponent hath not received any Security or Satisfaction whatsoever, except one Bond or Obligation, bearing Date, &c.

### *Affidavit proving a Debt due from a Bankrupt.*

— Maketh Oath, that C. D. late of — at the Time of his becoming a Bankrupt, was justly, and *bona fide*, indebted to him this Deponent, in the Sum of — and that he hath not been since paid, or satisfied the same, or any Part thereof.

## Agreements.

### *For the Sale of an Estate.*

**FIRST** of all, The said W. C. for the Consideration of — l. to him in Hand paid by the said T. C. before the Sealing and Delivering of these Presents, and of the further Sum of — to be paid as herein after is mentioned, doth hereby for himself, his Heirs, Executors and Administrators, and every of them, covenant, promise and agree, to and with the said T. C. his Executors and Administrators, and every of them by these Presents, \* That he the said W. C. his Heirs and Assigns, (and all and every other Person and Persons whatsoever claiming or to claim any Right, Title or Interest under him, or any other Person or Persons whatsoever, of, in, or to the — and Premises

I

here-



## Agreements.

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hereafter mentioned) shall and will, at the proper Costs and Charges of the said T. C. his Heirs and Assigns (except Fees to Counsel) on or before the — Day of — next coming, by such Conveyances, Assurances, Ways and Means in the Law, as he the said T. C. his Heirs or Assigns, or his or their Counsel learned in the Law, shall reasonably devise, advise or require, well and sufficiently grant, sell, release, convey and assure to the said T. C. and his Heirs, or to whom he or they shall appoint or direct, † All that, &c. — situate, &c. — now in the Tenure or Occupation of C. D. or his Assigns, with Covenants to be therein contained, that the said — at the Time of such Conveyance, is free from all Incumbrances and Demands whatsoever (except, &c. —) and all other fit and reasonable Covenants: **In Consideration** whereof the said T. C. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said W. C. his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said T. C. his, &c. or some of them, shall and will well and truly pay, or cause to be paid to the said W. C. his Heirs, Executors, Administrators or Assigns, the aforesaid — l. at the Time of executing the said Conveyances. And for the true Performance of all and every the Covenants and Agreements aforesaid, each of the said Parties to these Presents, doth hereby bind himself, his Heirs, Executors, Administrators and Assigns, in the penal Sum of —. **In Witness**, &c.

C

Of

*Of a Reversion after Lease for Years.*

— + ~~All~~ that — situate — now  
 in the Tenure or Occupation of T. E. (which he  
 holdeth by Lease from the said W. C. determin-  
 able at the Expiration of — Years,) and  
 the Reversion and Reversions, Remainder and  
 Remainders of all and singular the said Premises,  
 and every Part and Parcel thereof, and all the  
 Rent or Rents, and other Profits whatsoever a-  
 rising therefrom; and also all the Estate, Right,  
 Title, Interest, Inheritance, Expectancy, Use,  
 Property, Claim and Demand whatsoever of  
 him the said W. C. of, in, or to the said Pre-  
 mises, and every or any Part thereof. —

*Covenant to seal a Lease by a Day ac-  
 cording to a Draught made.*

— \* That the said A. B. his, &c. or  
 one of them, shall and will at, &c. make,  
 seal and deliver, as his or their Deed, before  
 sufficient Witness, unto the said C. D. his, &c.  
 at his and their proper Costs and Charges, on  
 or before the — next ensuing, one good,  
 sure, sufficient and lawful Lease, Demise and  
 Grant, to be made and ingrossed in Parliament,  
 and that in and by all Things, according to the  
 Form, Effect, and true Meaning of a certain  
 Paper Book, or Draught thereof, already made  
 and drawn, and remaining in the Custody of the  
 said C. D. whereunto the said A. B. hath sub-  
 scribed his Name. —

*The like where no Draught made.*

\* That, &c. — a good and sufficient Lease by Indenture of all that Messuage, &c. — for the Term and Space of Twenty-one Years, to begin and take Effect from the Feast-Day of — with a Clause of Reservation of the yearly Rent of — to be inserted in the said Indenture, the same Lease and Messuage to be then discharged of and from all former Leases, Bargains, &c. (and add for further Assurance, if there be occasion.) —

*To make an Assignment of a Lease.*

Articles, &c. —

**W**hereas *J. B.* hath by his Deed indented, dated, &c. demised, granted, and to farm letten unto the said *A. B.* All that Messuage, &c. To have and to hold to him the said *A. B.* his, &c. (reciting the Lease) as by the said Deed indented more fully appears: Now the said *A. B.* for and in Consideration, &c. — doth hereby for himself, &c. — That he the said *A. B.* before the — Day of — shall and will, at the Costs and Charges of him the said *C. D.* his Executors, Administrators or Assigns, by Deed indented, assure, assign and grant over to the said *C. D.* his, &c. — the said Messuage, &c. and all his Estate, Right, Title, and Demand therein: To have and to hold to the said *C. D.* his, &c. — during the Residue of the said Term of Years then to come of, in and to the same, by Virtue of the said Deed indented, under the Rents, Covenants and Agreements therein specified. In Witness, &c.

# Agreements.

## *An Agreement for building a House.*

**B**E it remembred, That on this — Day of — it is agreed between *A. B.* of — and *C. D.* of — in Manner and Form following (*to wit*) the said *C. D.* for the Considerations herein after mentioned, doth for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *A. B.* his Executors, Administrators and Assigns, that he the said *C. D.* or his Assigns, shall and will, within the Space of — next after the Date hereof, in good and workman-like Manner, and according to the best of his Art and Skill, at — well and substantially erect, build, set up and finish one House or Messuage, according to the Draught or Scheme hereunto annexed, of the Dimensions following, *viz.* — and to compose the same with such Stone or Brick, Timber, and other Materials, as the said *A. B.* or his Assigns, shall find and provide for the same. In Consideration whereof the said *A. B.* doth for himself, his Executors and Administrators, covenant and promise to and with the said *C. D.* his Executors, Administrators and Assigns, well and truly to pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the Sum of — of lawful *British* Money, in Manner following, (*to wit*) — *l.* Part thereof at the beginning of the said Work; — *l.* more, another Part thereof, when the said Work shall be half done, and the remaining — *l.* in full for the said Work, when the same shall be compleatly finished: And also that he the said *A. B.* his Executors, Administrators or Assigns, shall and will, at his and their own proper Expence, find and provide all the Stone, Brick, Tile, Timber, and other Materials necessary for making



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making and building of the said House. And for the Performance of all and every the Articles and Agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their Executors, Administrators and Assigns, each to the other, in the penal Sum of \_\_\_\_\_ firmly by these Presents. *In witness, &c.*

### *Agreement about bearing equal Charges in a Law Suit.*

*Articles, &c. — between A. B. of \_\_\_\_\_ of the first Part, C. D. of \_\_\_\_\_ of the second Part, E. F. of \_\_\_\_\_ of the third Part, G. H. of \_\_\_\_\_ of the fourth Part, J. K. of \_\_\_\_\_ of the fifth Part, and L. M. of \_\_\_\_\_ of the sixth Part, in Manner and Form following, (to wit)*

**W**hereas T. P. of \_\_\_\_\_ and T. E. of \_\_\_\_\_ are possessed of C. Chase, lying and being in the County of D and pretend that the Bounds and Limits thereof do extend to, and are in and upon some of the respective Lands of the said A. B. C. D. E. F. G. H. J. K. and L. M. which lie adjacent next or near unto the said Chase, which they conceive not to be within the Grounds, Limits, or Precincts of the said Chase, by reason whereof some or divers Suit or Suits is or are likely to arise, be brought or commenced: **And whereas** it is agreed by and between the said Parties, That if any such Suit or Suits, Action or Actions, shall or may be brought or commenced by or against the said Parties, any or either of them, at any Time or Times hereafter, that they and every of them do and shall bear and pay their respective equal Shares and Parts of the Costs and Damages there-

## Agreements.

of: Now these Presents witness, That the said *A. B. C. D. &c.* — and every of them, do hereby covenant, promise and agree, to and with each other, that they the said *A. B. C. D. &c.* — and every of them, their and every of their Executors, Administrators and Assigns, shall and will pay and bear their respective equal Shares and Parts of all the Costs and Damages of all and every such Action and Actions, Suit and Suits, and at any Time or Times hereafter shall or may be brought by or against them, or any or either of them. *In witness, &c.*

### *An Agreement for an hired Servant.*

Articles of Agreement indented, (&c.) between *W. S.* of the one Part, and *W. M.* of the other Part, as follows, (*to wit*)

**T**HE said *W. M.* for the Consideration hereunder mentioned, doth covenant, promise and agree to and with the said *W. S.* his Executors, Administrators and Assigns, by these Presents, in Manner following, (*that is to say*) that he the said *W. M.* shall and will for and during the Term and Time of — Years, to begin and be accounted from the Date of these Presents, serve, abide, and continue with the said *W. S.* his Executors, Administrators and Assigns, as his and their Covenant Servant, and diligently and faithfully, according to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in, and do and perform all such Service and Business whatsoever, as well relating to the Trade of a *D.* which the said *W. S.* now useth, as in and about other Business, Matters and Things whatsoever, as the said *W. S.* shall from Time to Time order, direct and appoint, to and for the most Profit and Advantage of the said

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said *W. S.* that he can, and shall and will keep  
 the Secrets of the said *W. S.* relating to the said  
 Trade and Business; and likewise be just, true  
 and faithful to the said *W. S.* in all Matters and  
 Things, and no Ways wrongfully detain, im-  
 bezil, or parloin any Monies, Goods or Things  
 whatsoever, belonging to the said *W. S.* And  
 also shall and will keep just, true, and faithful  
 Accounts in the Books of the said *W. S.* of all  
 Goods bought and sold, Monies receiv'd and paid,  
 and of all other Things whatsoever, relating to  
 the Business of the said *W. S.* as shall come to  
 be committed to his Care, Management or Dis-  
 posal; and from Time to Time pay all Monies  
 which he shall receive of, or belonging to, or by  
 Order of the said *W. S.* into his Hands, and  
 make, and give up true and fair Accounts of all  
 his Actings and Doings in the said Employment,  
 without Fraud or Delay, when and as often as  
 he shall be thereto required. **And in Con-**  
**sideration** of the Premisses, and of the several  
 Matters and Things by the said *W. M.* to be  
 performed as aforesaid, the said *W. S.* doth for  
 himself, his Executors and Administrators, cove-  
 nant, promise and agree, to and with the said  
*W. M.* by these Presents, That he the said  
*W. S.* his Executors and Administrators, shall  
 and will find and provide unto and for the said  
*W. M.* in his Dwelling-house, Meat, Drink,  
 Washing and Lodging; and also well and truly  
 pay, or cause to be paid unto the said *W. M.*  
 his Executors, Administrators or Assigns, the Sum  
 of — *l.* a Year, of lawful Money of *Great Britain*,  
 for the first ——— Years, by equal quarterly  
 Payments, and shall and will allow the said  
*W. M.* such reasonable Expences in and about  
 the Business aforesaid, as he the said *W. S.* shall  
 think fit: **And** the said Parties do mutually  
 covenant and agree to and with the other, *viz.*  
 That if the said *W. S.* shall not be willing to

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continue the said *W. M.* in his Service after the Expiration of the said ——— Years; or if the said *W. M.* shall not be willing to serve and continue with the said *W. S.* after the Expiration of the said ——— Years; in either of the said Cases, the said Parties shall and will give ——— Months Notice of such their Minds and Intention, before the Expiration of the said Term. *In Witness, &c.*

### *An Indenture of Apprenticeship.*

**T**HIS Indenture made the ——— Day of ——— Wittenesseth, That *W. S.* Son of *H. S.* of ——— hath of his own free and voluntary Will (or, by and with the Consent of his said Father) placed and bound himself Apprentice unto *R. J.* of ———, *Carpenter*, to be taught in the said Trade, Science, or Occupation of a *Carpenter*, which the said *R. J.* now useth, and with him as an Apprentice to dwell, continue, and serve from the Day of the Date hereof, unto the full End and Term of seven Years from thence next ensuing, and fully to be compleat and ended; during all which said Term of seven Years the said Apprentice his said Master well and faithfully shall serve, his Secrets keep, his lawful Commands every where gladly do, Hurt to his said Master he shall not do, nor willingly suffer to be done by others, but the same to his Power shall let, or forthwith give Notice thereof to his said Master: The Goods of his said Master he shall not imbezil or waste, nor lend them

*Q. If this without his Consent to any; at Cards, Dice, or had not bet- any other unlawful Games he shall not play, Tatter be omitted- vens or Alehouses he shall not haunt or frequent; ted as superfluous. Fornication he shall not commit; Matrimony he shall not contract; from the Service of his said Master he shall not at any Time depart or absent him-*



himself without his said Master's Leave; but in  
all Things as a good and faithful Apprentice,  
shall and will demean and behave himself towards  
his said Master and all his, during the said  
Term: And the said Master his said Appren-  
tice the said Trade, Science or Occupation of  
a Carpenter, which he now uses, with all  
Things thereto belonging, shall and will teach  
and instruct, or otherwise cause to be well  
and sufficiently taught and instructed, after the  
best Way and Manner that he can; and shall  
and will also find and allow unto the said Appren-  
tice Meat, Drink, Washing, Lodging and Ap-  
parel, both Linen and Woollen, and all other  
Necessaries in Sickness and in Health, meet and  
convenient for such an Apprentice, during the  
Term aforesaid; And at the Expiration of the  
said Term shall and will give to his said Appren-  
tice (over and above his then Clothing) one new  
Suit of Apparel, viz. Coat, Waistcoat and  
Breeches, Hat, Shoes, Stockings, with suitable  
Linen, as is fit and usual for such an Apprentice.  
In witness, &c. —

An Indenture of an Apprentice put out  
by the Parish.

**T**HIS Indenture made the — Between  
R. C. and C. R. Church-wardens of the  
Parish of B. in the County of S. and J. F. and  
P. J. Overseers of the Poor of the same Parish of  
B. of the one Part, and R. R. of — of the  
other Part, Witnesseth, That the said Church-  
wardens and Overseers, by the Assent of his Ma-  
jesty's Justices of the Peace of the said County,  
whose Names are hereunto written, according to  
the Form of the Statute made in the 43d Year of  
the Reign of the late Queen Elizabeth, intituled,  
An Act for the Relief of the Poor, have put out

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and bound *L. A.* a poor Child of the said Parish of *B.* Apprentice to the said *R. R.* till the said *L. A.* shall come to the Age of twenty-four Years; during which Time the said Apprentice his said Master well and faithfully shall serve, his Secrets, &c. (*as in the last.*)

### *An Agreement between a Merchant and his Servant or Apprentice.*

Articles of Agreement, &c. between  
*J. F.* and *R. C.* and *D. C.*

**W**hereas the said *J. F.* the Day of the Date hereof, in Consideration of the Affection which he beareth to the said *R. C.* is contented and agreed to take the said *R. C.* to be his Servant or Apprentice in Merchandizing Affairs, and accordingly to employ him therein, as well in Parts beyond the Seas as in the Kingdom of *Great Britain*, where the said *J. F.* shall or may hereafter, or now hath Trading and Dealings, for the Space of seven Years, to commence from the Day of the Date of these Presents: **And** hereupon the said *C. D.* Father of the said *R. C.* doth Covenant and Grant for himself, his Executors, Administrators and Assigns, to and with the said *J. F.* his Executors, Administrators and Assigns, that the said *R. C.* his Son shall and will, during the said Term (if he so long live) well, diligently and faithfully, to the utmost of his Power and Skill, serve him the said *J. F.* in his Trade of Merchandizing, and other his Affairs, in such Place and Places as the said *J. F.* shall think fit to appoint; And that the said *R. C.* at all Times hereafter, during the said Term, shall receive and take into his Charge and Custody all such Goods and Merchandizes whatsoever, as by or for the Use or Account of the said

said

said J. F. shall be consigned or sent to him the said R. C. and also sell, utter and dispose of the same Goods and Merchandize to the best Profit he can for the said J. F. his Executors, Administrators or Assigns ; and shall also at all Times during the said Term follow and perform the Advice, Direction and Orders of him the said J. F. which shall by Letters or otherwise be sent, given or made known to him the said R. C. about or concerning the Factory or Merchandize aforesaid ; And also that he the said R. C. shall at the Charge of the said J. F. his, &c. provide and keep in due Order Books of Account concerning the said Employments as aforesaid, according to the Custom of Merchants in such Cases, and shall deal justly, truly and faithfully to and with the said J. F. his, &c. in all and every of his Accounts, Reckonings, Bargains and Dealings, relating to and concerning his said Employment, and shall constantly once in six Months, during the Term aforesaid, transmit and send unto the said J. F. his, &c. true Accounts of all the Business and Dealings of the said R. C. in the Premises, and shall also send Letters of Advice to the said J. F. his, &c. as often as he conveniently can, of such Matters and Occurrences where-with it shall be proper and expedient, that the said J. F. his, &c. be acquainted ; and shall also return and come into *England*, and bring all his Books of Accounts with him, whenever he shall be required so to do by the said J. F. his, &c. And that the said R. C. shall from Time to Time, upon reasonable Request made, shew forth all his Books of Accounts concerning all his Dealings aforesaid, and make and give unto the said J. F. his, &c. a just true and perfect Account in Writing of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandizes whatsoever, as well of the said J. F. as jointly with any other, which shall hereafter come to the Hands

## Agreements.

Hands and Charge or Factory of him the said R. C. or for which he the said R. C. should or ought to be accountable unto the said J. F. his Executors, Administrators or Assigns. And moreover, That he the said R. C. shall, within one Month next after such Account made and given in, well and truly satisfy, pay and deliver to the said J. F. his Executors, Administrators, or Assigns, all and every such Wares, Money, Goods, Debts and Merchandizes, and other Things whatsoever, as by or upon the Foot of the said Account shall appear to be, and be found due to him the said J. F. his Executors, Administrators or Assigns, by or from the said R. C. (you may add concerning his Maintenance, Clothes, &c.)

### *Agreement between a Country Trader and a London Factor.*

Articles, &c. — Between, &c. —

**W**hereas the said R. C. hath contracted and agreed with the said J. F. to employ him as a Factor in London for him the said R. C. for the Vending, Selling and Uttering of all such Wares and Merchandizes, as he the said R. C. shall consign and send unto the said J. F. in his now Dwelling-House in — for and during the Term of — Years to commence from the Day of the Date of these Presents: Whereupon it is covenanted, granted, concluded and agreed by and between the said R. C. and J. F. And they the said R. C. and J. F. for themselves their Executors and Administrators, do covenant and grant to and with each other reciprocally, and each of their Executors and Administrators, in Manner following: *First of all,* That he the said J. F. shall and will accept and take into his Trust, Charge and Custody, all such  
Wares



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Wares and Merchandizes as he the said R. C. shall send and consign to him the said J. F. And also shall do his best Endeavour to vend and sell the same for the best Profit and Advantage of the said R. C. for and during the said Term of — Years, to commence from the Day of the Date of these Presents as aforesaid : Also, That he the said J. F. shall so keep, or cause to be kept, just and true Books of Account in Writing, of all such Wares and Merchandizes as the said R. C. shall from Time to Time, during the said Term, consign unto the said J. F. and shall come into his Charge and Custody, that is to say, to whom, and at what Price, and when they shall be sold and vended by the said J. F. And shall also make true Payment and Delivery unto the said R. C. his Executors, Administrators or Assigns, of all such Monies, Specialties and other Things, as shall come to the Hands of, and be received by the said J. F. for the said Wares and Merchandizes, during the Term aforesaid, together with all such Wares and Merchandizes as shall remain unsold in the Custody of the said J. F. at the Expiration of the said Term : Also That he the said J. F. shall be true and faithful unto the said R. C. in the selling and Vending of all Wares and Merchandizes of the said R. C. during the said Term, and not defraud or cheat the said R. C. in the Premises ; but shall endeavour to vend the said Goods and Merchandizes to able Men, for the best Prizes, and soonest Day or Time of Payment he can : Also That he the said J. F. shall not during the said — Years, Deal or Trade as Factor for any other Person or Persons, for the Buying or Selling of any Wares or Merchandizes whatsoever, besides the said R. C. as aforesaid : Also The said R. C. for and in consideration of the said Factorship, doth Covenant and Agree for himself his Executors and Administrators, to pay unto the said J. F. his Executors

or

## Agreements.

or Administrators the Sum of \_\_\_\_\_ 1. Yearly,  
and every Year during the said Term. In  
Witness, &c.

### *Articles of Copartnership for carrying on a joint Trade.*

**Articles of Agreement indented, &c. Between**  
*A. B.* of \_\_\_\_\_ of the one Part, and *C. D.*  
of \_\_\_\_\_ of the other Part.

**FIRST** of all, The said *A. B.* and *C. D.*  
have joined, and by these Presents do join  
themselves to be Copartners together in the Art  
or Trade of \_\_\_\_\_ and all Things thereto be-  
longing; and also in Buying, Selling, Vending  
and Retailing of all Sorts of Wares, Goods and  
Commodities, belonging to the said Trade of  
\_\_\_\_\_ which said Copartnership is to continue  
from \_\_\_\_\_ for and during, and unto the full  
End and Term of \_\_\_\_\_ from thence next ensu-  
ing, and fully to be complete and ended. And  
to that End and Purpose, he the said *A. B.*  
hath, the Day of the Date of these Presents, de-  
livered in as Stock the Sum of \_\_\_\_\_ And the  
said *C. D.* the Sum of \_\_\_\_\_ to be used, laid  
out, and employed in Common between them, for  
the Management of the said Trade of \_\_\_\_\_  
to their utmost Benefit and Advantage. And it  
is agreed between the said Parties to these Presents,  
and the said Copartners each for himself respec-  
tively, and for his own particular Part, and for  
his Executors and Administrators, doth severally,  
and not jointly, covenant, promise, and agree to  
and with the other Partner, his Executors and  
Administrators, by these Presents, in Manner and  
Form following: (*that is to say*) That they the  
said Copartners shall not nor will at any Time  
hereafter use, exercise or follow the Trade of  
\_\_\_\_\_ afore-

— aforefaid or any other Trade whatsoever, during the faid Term, to their private Benefit or Advantage ; but fhall and will, from Time to Time and at all Times, during the faid Term, (*if they fhall fo long live*) do their and each of their beft Endeavours, in and by all means poffible, to the utmoft of their Skill, Power and Cunning, for their joint Interest, Profit, Benefit and Advantage, and truly Employ, Buy, Sell and Merchandize with the Stock aforefaid, and the Increase thereof, in the Trade of — aforefaid, without any finifter Intentions or fraudulent Endeavours whatsoever : **And alfo** that they the faid Copartners fhall and will, from Time to Time and at all Times hereafter during the faid Term, pay, bear and difcharge equally between them the Rent of the Shop which they the faid Copartners fhall rent or hire for the joint exercifing or managing the Trade aforefaid ; **And** that all fuch Gain, Profit and Increase that fhall come, grow or arife, for or by Reason of the faid Trade and joint Occupying as aforefaid, fhall be from Time to Time, during the faid Term, equally and proportionably divided between them the faid Copartners, fhare and fhare alike : **And alfo**, That all fuch Lofs as fhall happen in the faid joint Trade, by bad Debts, ill Commodities, or otherwife, without Fraud or Covin, fhall be paid and born equally and proportionably between them. **And further**, It is agreed by and between the faid Copartners, Parties to thefe Presents, that there fhall be had and kept, from Time to Time, and at all Times during the faid Term and joint Occupying and Copartnership together as aforefaid, perfect, juft and true Books of Account, wherein each of the faid Copartners fhall duly enter and fet down, as well all Money by them received, paid, expended and laid out, in and about the Management of the faid Trade, as al<sup>l</sup> all Wares, Goods, Com-

## Agreements.

Commodities and Merchandizes, by them, or either of them, bought and sold, by reason or means, or upon Account of the said Copartnership, and all other Matters and Things whatsoever to the said joint Trade and the Management thereof in any wise belonging or appertaining, which said Books shall be used in Common between the said Copartners, so that either of them may have free Access thereto without any Interruption of the other: And also That they the said Copartners once in three Months or oftner, if need shall require, upon the reasonable Request of one of them shall make, yield and render each to the other, or to the Executors of of each other, a true, just and perfect Account of all Profits and Increase by them, or either of them made, and of all Losses by them or either of them sustained, and also of all Payments, Receipts, Disbursements, and all other Things whatsoever by them made, received, disbursed, acted, done, or suffered in their said Copartnership and joint Occupying as aforesaid; And the same Account so made, shall and will clear, adjust, pay and deliver each unto the other, at the Time of making such Account, their equal Shares of the Profits so made as aforesaid. And at the End of the said Term of ——— or other sooner Determination of these Presents (be it by the Death of one of the said Copartners or otherwise) they the said Copartners shall and will each to the other, or in Case of the Death of either of them, the surviving Party to the Executors or Administrators of the Party deceased, shall and will make a true, just and final Account of all Things as aforesaid, and divide the Profits aforesaid, and in all Things well and truly adjust the same; and that they also upon the making of such final Account, all and every the Stock and Stocks, as well as the Gains and Increase thereof which shall appear to be remaining, whether consisting



## Appointments.

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sisting of Money, Wares, Debts, &c. shall be equally parted and divided between them the said Copartners, their Executors or Administrators, Share and Share alike. In Witness, &c.

## Appointments.

*An Election and Appointment of a Guardian of Person and Estate, with Power to let Lands, &c.*

**I A. B.** all Men by these Presents, That I **A. B.** Son and Heir of **T. B.** late of — deceased, being about the Age of seventeen Years, have nominated, elected and chosen, and by these Presents do nominate, elect and chuse **C. D.** of — to be Guardian of my Person and Estate, until I shall attain the Age of twenty-one Years; and I hereby promise to be ruled and governed by him in all Things touching my Welfare. And I do also hereby authorize and empower the said **C. D.** to enter upon, and take Possession of all and every my Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, situate, lying and being in — in the County of — or elsewhere, whereunto I have or may have any Right or Title; and to let and sell the same, and receive and take the Rents, Issues, and Profits thereof, for my Use and Benefit during the Term aforesaid, giving unto the said **C. D.** my full Power in the Premises, and whatsoever he shall lawfully do or cause to be done in the said Premises by Virtue hereof, I do hereby promise to confirm. In Witness, &c.

Assign=

## Assignments.

### *Of a Man's whole Estate in Consideration of several Debts and Engagements.*

**I** D all to whom these Presents shall come, I R. C. of — send, Greeting. *Whereas* I am indebted unto J. F. of — in the Sum of — of lawful Money of Great Britain; And the said J. F. and one F. J. of — stand jointly and severally engaged for me the said R. C. in several Bonds or Obligations for several Sums of Money: *Now know ye*, That I the said R. C. for and towards the Payment and Satisfaction of the said Monies, and for divers other good Causes and Considerations me thereunto moving, have granted, assigned, bargained and sold, and by these Presents do freely and absolutely grant, assign, bargain and sell unto the said J. F. and F. J. all and all Manner of Goods, Chattels, Debts, Monies and all other Things of me the said R. C. whatsoever, as well Real as Personal, of what Kind, Nature or Quality soever; *To have and to hold* the same and every Part and Parcel thereof, unto them the said J. F. and F. J. their Executors, Administrators and Assigns for ever. *In Witness, &c.*

### *An Assignment of Dower.*

**T** HIS Indenture made the, &c. Between R. L. Son and Heir of O. L. late of — of the one Part, and N. C. and J. his Wife, who was the Widow and Relict of the said O. L. of the other Part. *Whereas* the said O. L.

O. L. was in his Life-time, and at the Time of his Death, seised in his Demesne as of Fee of and in divers Lands and Tenements in — in the County aforesaid, which upon the Decease of the said O. L. descended unto the said R. L. Now this Indenture witnesseth, That the said R. D. hath endowed and assigned, and by these Presents doth endow and assign unto the said N. C. and J. his Wife, the third Part of the said Lands and Tenements, *to wit,* All that Messuage, &c. To have and to hold unto the said N. C. and J. his Wife, for and during the natural Life of the said J. in Severalty by Metes and Bounds, in the Name of Dower, and in Recompence and Satisfaction of all the Dower which the said J. ought to have of or in the said Lands and Tenements which were of the said O. L. in — aforesaid. In witness, &c.

## *An Assignment of a Bond for the Payment of Money.*

**W**hereas J. W. of — and W. B. of — in and by one Bond or Obligation, bearing Date — which was in the Year of our Lord — became jointly and severally bound to J. M. of — in the penal Sum of — conditioned for the Payment of — and Interest, at a Day long since past, as by the said Bond and Condition thereof may appear: And whereas there now remains due to the said J. M. for Principal and Interest on the said Bond, the Sum of —: Now know all Men by these Presents, That the said J. M. for and in Consideration of the Sum of — to him in Hand paid by T. E. of — the Receipt whereof the said J. M. doth hereby acknowledge, He the said J. M. hath assigned and set over, and by these Presents doth assign and set over unto

## Assignments.

*Better of  
Attorney.*

*Covenant  
not to dis-  
charge the  
Bond.*

unto the said *T. E.* the said recited Bond or Obligation, and the Monies thereupon due and owing, and all his Right and Interest thereof, in and to the same. And the said *J. M.* for the Consideration aforesaid, hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint the said *T. E.* his Executors and Administrators, his true and lawful Attorney and Attornies irrevocable for him, and in his Name, and in the Name and Names of his Executors and Administrators, but for the sole and proper Use and Benefit of the said *T. E.* his Executors, Administrators and Assigns, to ask, require, demand and receive of the said *J. W.* and *W. B.* and either of them, their and either of their Heirs, Executors and Administrators, the Monies due on the said Bonds, and on Non-payment thereof, they and either of them, their and either of their Heirs, Executors and Administrators, to sue for and recover and receive the same, and on Payment thereof, to deliver up and cancel the said Bond, and give sufficient Releases and Discharges thereof, and one or more Attorney or Attornies under him to constitute; and whatsoever the said *T. E.* or his Attorney shall lawfully do in the Premises, the said *J. M.* doth hereby allow and confirm. And the said *J. M.* doth covenant and promise with the said *T. E.* that he the said *J. M.* hath not, nor will receive the said Monies due on the said Bond, or any Part thereof, neither shall or will release or discharge the same, or any Part thereof, nor any Action, Suit, Bill, Complaint, Judgment, or Execution thereupon, or for the same or any Part thereof, to be had, brought, prosecuted or obtained, without the special License and Consent of the said *T. E.* his Executors or Administrators, therein or thereunto first had and obtained in Writing, or the Rule, Order, or Decree of some Court of Law or Equity; but will

own



own and allow of all lawful Proceedings for Recovery thereof; he the said J. E. saving the said J. M. harmless of and from any Costs that may happen to him thereby. In Witness, &c.

*An Assignment of several Bonds to a Trustee for a Widow, with Consent of her intended Husband, that the Money be at her Disposal after Marriage.*

**T**HIS Indenture Tripartite made, &c. between J. D. of — of the first Part, S. G. of — of the second Part, and O. W. of — of the third Part: *Recital of Bonds.* Whereas J. T. of — did heretofore, by one Writing obligatory, bearing Date the — become bound unto the said S. G. in the penal Sum of 40 l. with Condition to be void upon the Payment of 20 l. 10 s. on the — Day of — then next following; and also by one other Obligation, bearing Date, &c. (as before): And whereas A. T. of — did likewise by one Obligation, &c. (as before) and also by one other Obligation, &c. — as by the said recited Obligations, Relation being thereunto respectively had, may more at large appear; which several principal Sums of Money in the several Conditions of the above-recited Obligations, amount in the Whole to the Sum of 200 l. and are yet due and owing unto the said S. G. Now this Indenture Witnesseth, That a Marriage being intended shortly to be had and solemnized between the said J. D. and S. G. in Consideration thereof, among other Things it is agreed, that the said Sum of 200 l. principal Money, in the Conditions of the recited Obligations mentioned, and the Interest thereof, shall be disposed in such Manner as herein after is expressed. And in pursuance of the said Agreement, the said S. G. with the Consent of the said

*Letter of Attorney.* said J. D. hath granted and assigned, and by these Presents doth grant and assign unto the said O. W. the several Writings Obligatory before recited, and all and every the Sum and Sums of Money upon them due or to become due. **And** the said J. D. and S. G. (*here insert a Letter of Attorney, as in the last Precedent Mutatis Mutandis*) for the Uses, Intents and Purposes herein after mentioned, &c. — **And, &c.** (*inserting a Covenant that J. D. and S. G. their, &c. shall not discharge or release the Bonds, as in the last Assignment, to the Words Law or Equity.*)

*Covenant not to discharge the Bonds.* **And** also that they the said J. D. and S. G. for further their Executors and Administrators, shall and Assurance. will from Time to Time, and at all Times hereafter, upon every reasonable Request, well and truly do and execute all and every such further lawful and reasonable Act and Acts, Thing and Things for Confirmation of these Presents; and for the further better and more perfect authorizing and empowering the said O. W. his Executors and Administrators, to receive, have and take up all and every the Sum and Sums of Money now due, or which shall be due upon the several Writings Obligatory aforesaid, to the Uses herein after mentioned. **Provided always,** and upon the special Trust and Confidence, and to this Intent and Purpose, that the said O. W. his Executors and Administrators, shall pay unto the said S. G. so much Money as the said O. W. shall receive for the Interest or Proceed of the said 200 l. during so long Time as the said J. D. and S. G. shall live and cohabit together. **And** the said J. D. for himself his Heirs, Executors and Administrators, doth hereby further to pay *Wife* Covenant and Grant to and with the said O. W. as if a in Manner following, (*to wit*) That the whole Feme sole, Interest, Product or Proceed of the said 200 l. and she to which the said O. W. his Executors or Administrators shall as aforesaid, from Time to Time, and

*Proviso for Trustee to pay the Wife Interest of the Bonds.*

*Covenant that the Husband shall permit Trustee to pay Wife as if a Feme sole, and she to give Acquittances.*

and at all Times, accept, receive and take, he the said *O. W.* his Executors or Administrators, shall pay to the said *S. G.* as a Feme Sole. And the said *S. G.* is hereby authorized and im- powered to receive and take the same, and fully to discharge the said *O. W.* his Heirs, Executors and Administrators, and every of them, by her Acquittance or otherwise, with or without the Consent of the said *J. D.* as if she were a Feme Sole, and all the Residue of the Interest or Proceed of the said 200 *l.* together with the said principal Sum, to such Person or Persons as the said *S. G.* by any Writing under her Hand and Seal, with or without her said intended Husband, or by her last Will and Testament in Writing, shall appoint or direct; and for want of such Direction and Appointment, to the *Proviso* Executors and Administrators of the said *S. G.* *that Trust-* **Provided also,** and is agreed between all the *tee* shall let Parties hereunto, That if the said *O. W.* his *out* such Executors or Administrators, shall receive any Part of Part of the said principal Sum of 200 *l.* then he *the Pre-* or they shall lend out the same again at Interest *misses as he* to such Person or Persons, and on such Security as *may re-* the said *S. G.* by Writing under her Hand and *ceive.* Seal, with or without the said *J. D.* shall direct:

**And** that the said *O. W.* his Executors or Ad- *And that* ministrators, shall not be chargeable to *answer the Trustee* any Interest or Profit of the said 200 *l.* or so *not charge-* much thereof as shall remain in his or their *able with* Hands unless in Default of such Direction. **And** *Interest,* also that notwithstanding any Thing before in *&c. of such* these Presents contained, it shall and may be *Money as* lawful to and for the said *O. W.* his Executors *is unless.* and Administrators, out of any Interest Money by him or them to be received by Virtue of these *And that* Presents, to reimburse and retain to him and *he may lay* themselves all such Sum and Sums of Money, as *out Interest* he or they shall necessarily expend or lay out, by *in necessary* Reason of any Suit or Suits in Law touching the Pre- *Charges in* *misses, Law, &c.*

## Assignments.

misses, not occasioned by any Breac. of Trust by the said *O. W.* his Executors or Administrators.  
*In Witness, &c.*

### *Of a Bail-Bond.*

**I** *W. R.* Esq; Sheriff of the County of — do hereby assign the within written Bail-Bond to the Use of the Plaintiff, to be sued for by him, according to the Form and Effect of the Statute in that Case made and provided. *In Witness* whereof I have hereunto set my Hand and the Seal of my Office, this — Day of —

*Sealed and delivered  
 in the Presence of*

*G. R.  
 S. W.*

### *Of a Bill Penal.*

**KNOW** all by these Presents, That I *A. B.* of — have borrowed and received of *C. D.* of — the full Sum of 10 *l.* of lawful Money of, &c. which I do promise to pay on — with Interest: And for the better securing the Re-payment thereof, I do hereby assign and set over to the said *C. D.* a Bill penal of 40 *l.* made by *E. F.* of — to me the said *A. B.* for the Payment of 20 *l.* on — and all my Right, Title and Interest therein and thereunto, with full Power and Authority for him the said *C. D.* to sue for, recover, and receive the same of the said *E. F.* to and for the Purpose herein after mentioned. *Witness* my Hand and Seal this — Day of —



## Assignments.

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### Of a Judgment.

**I**D all, &c. I F. J. of — send greeting :

**Whereas** there is a Judgment for — l.

on Record, in the Court of — at *West-*

*minster*, against R. C. of — at the Suit of

me the said F. J. as by the Records of the

said Court remaining in the Treasury of the said

Court at *Westminster* doth at large appear ; upon

which Judgment Execution hath been lately sued

forth : **Now know ye**, That I the said F. J.

for divers good Causes and Considerations me

hereunto moving, have granted, transferred, af-

signed and set over, and by these Presents do

clearly and absolutely grant, transfer, assign and

set over unto J. F. of — his Executors,

Administrators and Assigns, as well the said Judg-

ment for the said — afore said, as also all

Benefit, Profit, Sum and Sums of Money and

Advantage whatsoever, that now is, or hereafter

shall or may be obtained, by Reason or Means of

the same, or of any Execution thereupon, now

had or to be had, sued, executed or obtained,

and all the Estate, Right, Title, Interest and

Demand whatsoever, which I the said F. J.

have or ought to have or claim of, in, or to the

said Judgment, or any Sum of Money, Lands or

Tenements, which by Virtue thereof, or of any

Process or Execution thereupon sued or to be

sued, is or which shall be recovered, obtained or

gotten. **And further**, I the said F. J. do by

these Presents make, ordain, constitute, autho-

rize and appoint the said J. F. to be my true

and lawful Attorney, for me and in my Name

to sue and prosecute the Execution upon the said

Judgment, and upon Composition or Agreement

made concerning the Premises, to acknowledge

Satisfaction, or to make and do any other Re-

lease or Discharge for the same ; and in all and

D

every

*Letter of  
Attorney to  
prosecute.*

## Assignments.

*Covenant  
that no Dis-  
charge of  
Judgment  
has been  
or will be  
made.*

*That As-  
signor will  
confirm  
Proceed-  
ings on  
Judgment.*

*Covenant  
for peacea-  
ble Enjoy-  
ment.*

every other Act and Acts, Thing or Things whatsoever, as shall be requisite in and about the Premises, I covenant, promise and agree to allow, establish and confirm by these Presents. **And** I the said F. J. for my self, my Executors and Administrators do covenant, promise and agree, to and with the said J. F. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; that is to say, That I the said F. J. have never made or executed any Release or other Discharge of the said Judgments, or of any Execution which hath been or shall be thereupon sued or executed; neither will or shall I the said F. J. my Executors or Administrators, at any Time hereafter make, commit, or do any Release, Act or Thing whatsoever, whereby the said Judgment, or any Execution, which hath been thereupon sued or executed, or which shall be thereupon sued or executed at any Time hereafter by the said F. J. or his Assigns, shall be in any manner or wise hurt, hindered, disabled, debarred or extinguished without the Consent of the said F. J. his Executors or Assigns, thereunto first had in Writing. **And** farther, That I the said F. J. my Executors and Administrators, shall and will, at all Times hereafter, on Request made, and at the Costs and Charges of the said F. J. his, &c. maintain, justify, allow and confirm all such lawful Actions, Suits, Process, Executions and Proceedings whatsoever, as have been or hereafter shall be brought, sued forth, or prosecuted against the said R. C. his Heirs, Executors, Administrators or Assigns, his, their, or any of their Tenements, Lands and Goods, upon or by Reason of the said Judgment. **And** that the said J. F. his Executors and Administrators, shall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper Use and Benefit, all such Benefit, Sum and Sums of Money, Lands

## Assignments.

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Lands and Tenements, which, by Virtue of the said Judgment, or of any Execution or Proceedings thereon, shall be recovered, obtained or gotten, without the Let, Suit, Trouble, Eviction or Disturbance of me the said F. J. my Executors or Administrators, and without any Account to me by them, or any of them, therefore to be made or given. In Witness, &c.

### *An Assignment of an Apprentice.*

**I**D all, &c. I R. C. of — send Greeting: Whereas my Apprentice A. B. has certain Years yet to come, and unexpired of his Apprenticeship, to wit, three whole Years from the Feast of St. Michael last past, as by his Indenture of Apprenticeship doth appear: Now know ye, That I the said R. C. for divers good Causes and Considerations me hereunto moving, Have given, granted, assigned and set over, and by these Presents do fully and absolutely give, grant, assign, and set over unto my well beloved Friend F. J. all Right, Title, Duty, Term of Years to come, Service and Demand whatsoever, which I the said R. C. have in or to the said A. B. or which I may or ought to have in him by Force and Virtue of the said Indenture of Apprenticeship. And moreover I the said R. C. do, by these Presents, covenant, promise and agree, to and with the said F. J. his Executors and Administrators, that notwithstanding any Thing by me the said R. C. to be done to the contrary, the said A. B. shall, during the said Term of three Years, well and truly serve the said F. J. as his Master, and his Commandments lawful and honest shall do, and from his Service shall not absent himself Day or Night, during the Term aforesaid: Provided that the said F. J. shall well intreat and use the said A. B. finding for him Meat, Drink, Linen,

## Assignments

Woollen, Hose, Shoes and Bedding, and all other Necessaries, during the said Term. In witness, &c.

*An Assignment of an Annuity, reciting a Devise thereof to the Assignor for Life.*

*Recital of a Will.*

**THIS** Indenture made, &c. between E. M. of — of the one Part, and J. A. of — of the other Part, witnesseth, That whereas M. M. late of — deceased, did by his Last Will and Testament in Writing give, grant, devise and bequeath unto the said E. M. an Annuity, yearly Sum, or Annual Rent of 40 l. of good, &c. to be issuing, payable, and yearly going out of all and every the Manors, Messuages, Lands, Tenements and Hereditaments of him the said M. M. whatsoever and wheresoever the same lie, and to be paid yearly, and every Year from and after his Decease, unto the said E. M. for and during the natural Life of the said E. M. with a Power of Distress to and for the said E. M. for Non-payment thereof, or for any Part or Parcel thereof, as in and by the same last Will and Testament may more fully appear, which said Annuity, Sum, or yearly Rent of 40 l. hath ever since the Death of the said M. M. been satisfied and paid unto him the said E. M. according to the Tenor, Purport, and true Intent and Meaning of the said Will: Now this Indenture further witnesseth, That the said E. M. for and in Consideration of the Sum of — unto him in Hand paid by the said J. A. before the Sealing and Delivering hereof, the Receipt whereof the said E. M. doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the said J. A. his Executors, &c. and every of them, by these Presents; and



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and also for divers other good Causes and Considerations him thereunto moving, he the said *E. M.* hath granted, bargained, sold, assigned and set over, and by these Presents doth, &c. unto the said *J. A.* and his Assigns, all and every Part of the aforesaid yearly Sum or annual Rent of 40 *l.* of good, &c. and all the Estate, Right, Title, Interest, Liberty, Benefit and Power of Distress and Distresses, Use, Possession, Claim and Demand whatsoever, which he the said *E. M.* now hath or may, or in any wise ought to have of, in, or unto or for the said Annuity or yearly Sum or annual Rent of 40 *l.* before mentioned; To have and to hold, receive, perceive, enjoy and take the said Annuity, or yearly Sum, or annual Rent of 40 *l.* and all the Estate, Right, Title and Interest, Liberty, Benefit and Power of Distress and Distresses, Use, Possession, Claim and Demand whatsoever of him the said *E. M.* of, in and unto the said annual Rent of 40 *l.* and of, in and unto every Part and Parcel thereof as aforesaid, unto the said *J. A.* and his Assigns, immediately from and after the making of these Presents, for and during all the Term and Time of the natural Life of the said *E. M.* and in as large, ample and beneficial a Manner, to all Intents and Purposes, as he the said *E. M.* may, can, might, could, should, or ought to have or enjoy the same Annuity, yearly Sum, or annual Rent of 40 *l.* And the said *E. M.* for himself, his Heirs, &c. and every of them, doth covenant, grant and agree to and with the said *J. A.* his, &c. and every of them, that he the said *J. A.* and his Assigns, shall and may from Time to Time, and at all Times during the Term hereby granted as aforesaid, peaceably and quietly have, hold, perceive, receive, and take the said Annuity, yearly Sum, or annual Rent of 40 *l.* in Manner and Form aforesaid, according

*Covenant for peaceable receiving, &c. the Annuity.*

## Assignments.

*Covenant  
that it is  
free from  
all Incum-  
brances.*

ing to the Tenor, true Intent and Meaning, of these Presents, without any Let, Suit, Trouble, Disturbance, Molestation, Discharge, Hindrance, Forfeiture, Interruption, or other Incumbrance, of or by the said *E. M.* or of or by any other Person or Persons whatsoever, lawfully claiming the same by, from or under him the said *E. M.* in any Manner whatsoever; And that the said Annuity, yearly Sum or annual Rent, shall at all Times from and after making hereof, during the Term and Time hereby granted as aforesaid, be, remain and continue unto the said *J. A.* and his Assigns, free and clear, and freely and clearly acquitted, exonerated, discharged, or otherwise, at and upon reasonable Request, well and sufficiently saved and kept harmless, and indemnified by the said *E. M.* his, &c. or some of them, of, for, from and concerning all and every other and former Bargains, Sales, Gifts, Grants, Assignments, Mortgages, Recognizances, Statutes, Judgments, Executions, Releases, Discharges, Acquittances, Forfeitures and Incumbrances whatsoever, heretofore made, granted, concluded or done by him the said *E. M.* or by any other Person or Persons whatsoever, lawfully claiming by, from or under the said *E. M.* in any Manner whatsoever. *In Witness, &c.*

*An Assignment of a Lease.*

**T**HIS Indenture made, &c. Between *J. F.* of — of the one Part, and *R. C.* of — of the other Part: Whereas *C. R.* by one Indenture of Lease under his Hand and Seal duly executed, bearing Date the — Day of — for the Considerations therein mentioned, did demise, grant and to farm, let unto the said *J. F.* All that, &c. (except as in the said Lease is excepted) To hold unto the said *J. F.* &c. By and under the yearly Rent, &c. And per-

performing the several Covenants and Agreements, as in the said Lease is thereafter mentioned, Reference being thereunto had, may more fully appear. **Now this Indenture witnesseth, That** the said *J. F.* for and in Consideration of — to him paid before the Sealing and Delivering of these Presents by the said *R. C.* the Receipt whereof he the said *J. F.* doth hereby acknowledge, and thereof, and of every Part thereof, doth fully acquit, exonerate and discharge the said *R. C.* his Executors, Administrators and Assigns, hath granted, bargained, sold, assigned and set over, and by these Presents, doth grant, bargain, sell, assign and set over unto the said *R. C.* his Executors, Administrators and Assigns, **All that, &c. —** And all the Estate, Right, Title, Interest, Possession, Term of Years to come, Claim and Demand whatsoever, which he the said *J. F.* now hath, or may, ought, or should have or claim in or to the Messuage and Premises with the Appurtenances aforesaid, by Force and Virtue of the said recited Indenture of Lease; **To have and to hold** the said — and also the said recited Indenture of Lease, and all the Estate, Right, Title, Interest and Term of Years, before in and by these Presents bargained and sold, assigned and set over, unto the said *R. C.* his Executors, Administrators and Assigns, to his and their proper Use and Behoof, during the Residue of the said Term, by the said Indenture of Lease granted and yet to come and unexpired, in as large and ample and beneficial Manner, to all Intents and Purposes, as he the said *J. F.* now hath, or might, should or ought to have and enjoy the same by Force and Virtue of the said recited Indenture of Lease, or otherwise howsoever, under and subject to the Payment and Performance of the Rent, Dues, Duties, Services and Covenants, in the said recited Lease mentioned: **And** the said *J. F.* for him-



*That the  
Lease af-  
signed  
good, &c.*

*For peace-  
able En-  
joyment.*

self, his, &c. doth covenant and agree to and with the said R. C. his, &c. That notwithstanding any Act or Thing by the said Y. F. or done to the contrary, the said recited Indenture of Lease is a good, true, perfect and indefeasible Lease in the Law at the Time of the Ensealing and Delivery of these Presents, and so shall stand, remain, continue, and be unto the said R. C. his Executors, Administrators and Assigns for and during the Remainder of the Term of Years thereby granted, under the Rents and Covenants therein mentioned and contained: And also that the said R. C. his Executors, &c. paying the Rent reserved, and performing the Covenants, Conditions and Agreements in the above recited Lease contained, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said ——— for and during the Residue of the Term aforesaid, without the Let, Suit, Trouble or Interruption of him the said Y. F. his, &c. or of any other Person or Persons, lawfully claiming or to claim any Right or Interest in the Premises, by, from or under him, them or any of them. In Witness, &c.

*An Assignment of a Lease by an Indorsement thereon.*

**B**E it Remembered, That I the within named W. B. for and towards Satisfaction of the Sum of ——— by me due and owing unto B. H. of ——— And for and in Consideration of the Sum of 5 l. to me in Hand paid at or before the Sealing and Executing of this Indorsement (the Receipt whereof I do hereby acknowledge) Have for me, my Heirs, Executors and Administrators, granted, bargained, sold, assigned, and set over, and by these Presents Do grant, &c. unto the said B. H. his Executors, Administrators and Assigns,



## Assignments.

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signs, as well this present, and the within written Indenture, as also all the Messuages or Tenements, Hereditaments and Premises within mentioned to be demised or granted to me; and likewise all my Estate, Right, Title, Interest, Claim, Property and Demand of, in or to the same, which I now have or hereafter may have or claim of, in or to the same, either by Force, Virtue or Means of the within written Indenture or otherwise howsoever. Witness my Hand and Seal this ~~seventh~~ <sup>fourth</sup> Day of ~~January~~ <sup>February</sup> 1781.

*An Assignment of a Lease by way of Mortgage.*

*(As in the last but one to the End of the Habendum, and then in these Proviso)* **Provi-**  
**ded** always nevertheless; And these Presents are upon this expressed Condition, and the said R. C. doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said J. F. his Heirs, Executors and Administrators, that if the said J. F. his Heirs, Executors and Administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the Sum of — of lawful Money of Great Britain, and lawful Interest for the same on the — without any Abatement for or in Respect of any present or future Taxes or any other Matter or Thing whatsoever; then that the said R. C. his Executors, Administrators or Assigns shall and will surrender or assign so much of the said Term as shall be then unexpired unto the said J. F. his Heirs, Executors, Administrators or Assigns, or to such other Person or Persons, as he, his Heirs or Administrators shall nominate and appoint, free and clear from all Incumbrances to be by the said R. C. his Executors, Administrators or Assigns, made, done or committed in the

*Proviso of Redemption.*

*Covenant* mean Time. And the said J. F. doth for himself, to pay Mo- his Heirs, Executors and Administrators, covenant, ney accord- promise and grant to and with the said R. C. his ing to the Executors, Administrators and Assigns, by these Proviso of Presents, that he the said J. F. his Executors, Ad- Redempti- ministrators or Assigns, or some of them, shall and ou. or will pay or cause to be paid to the said R. C. his

Executors, Administrators or Assigns, the said Sum of 200 l. with lawful Interest for the same, at and upon the said — Day of — and that without any Deduction or Abatement to be made thereof pursuant to the Proviso and Condition above mentioned, and the true Intent and Meaning of these Presents.

*An Assignment of a Mortgage of a Term of Years.*

*Recital of* **T**HIS Indenture made, &c. Between J. F. of — of the one Part, and R. C. of — of the other Part. Where- as F. J. by his Indenture bearing Date the — (and so recite the Mortgage) as in and by the said Indenture, Reference being thereunto had, may more fully appear; which said Sum of — or any Part thereof, was not paid or tendered to or for the said J. F. at the Day in the Proviso of Redemption limited for Payment thereof, and yet remaineth unpaid, by Reason whereof the said Messuage and other Premises, and the whole Estate, Right, Title and Interest of the said F. J. in and to the same became forfeited unto the said J. F. and he thereby was and now is lawfully Interested and Possessed in and of the said Premises, and of and in every Part thereof, during the Residue of the Term of Years which then were and now are to come and unexpired, in and by the said Indenture of Demise above mentioned granted to the said F. J. Now this Indenture witnesseth, That the said F. J. for

for

for and in Consideration of the Sum of ——— to him in Hand paid, the Receipt, &c. (see the Assignment of Lease by Indenture Hath, &c. All the said Messuage, Tenement and Premisses, with the Appurtenances whatsoever, in and by the said Indenture of Demise granted to the said J. F. as aforesaid; And also all the Estate, &c. ——— by Virtue of the said recited Indenture of Mortgage or Assignment above recited, or of any Thing therein mentioned or contained, together with the said Indenture of Mortgage or Demise aforesaid, and all other Writings relating to or concerning the same; To have and to hold (as in p. 55.) by Force and Virtue of the said recited Indenture of Lease or the said Intendure of Mortgage aforesaid, or either of them, or any Thing therein mentioned or expressed, or otherwise howsoever. (Add a Covenant for Discharge of Incumbrances, &c.) In Witness, &c.

*Note; Nothing will pass under such Assignment if the Assignor be not in Possession, unless it be executed on the Premisses.*

*An Assignment of a Mortgage for a Term of Years by way of Indorsement and of a Bond for Payment of the Mortgage Money and for Performance of Covenants, with a Letter of Attorney.*

**KNOW** all, by these Presents, That I the within named S. C. in Consideration of ——— of lawful Money of Great Britain to me in Hand paid by T. B. of ——— the Receipt, &c. ———, and for divers other good Causes and Considerations me hereunto especially moving, Have bargained, &c. ——— And by these Presents Do, &c. ——— unto the said T. B. his Exe-



*The within* Executors, Administrators and Assigns. *All, &c.*  
*Indenture* ——— and Premises thereby granted and demised,  
*of Demise,* or mentioned or intended to be, and every Part  
*and*

thereof, with the Appurtenances; And all my  
 Estate, Right, Title, Interest, Term of Years to  
 come, Property, Claim and Demand whatsoever  
 either in Law or Equity, of, in or to the same or  
 any Part thereof; And also one Bond or Obliga-  
 tion bearing equal Date with the within In-  
 denture whereby the within named T. C. became  
 bound to me in the penal Sum of ——— Condi-  
 tioned for the Payment of ——— within men-  
 tioned, and for the true Performance of the several  
 Covenants in the within Indenture mentioned, and  
 all and every Sum and Sums of Money due, or  
 to grow due thereon; To have and to hold the  
 said several, &c. and Premises, by the within  
 Indenture granted and demised, with their Appur-  
 tenances, unto the said T. B. his Executors, Ad-  
 ministrators and Assigns from henceforth, for and  
 during the Residue and Remainder now to come  
 and unexpired of the within Term of ———  
 Years, subject to the Proviso within contained; and  
 to have, receive and take all and every Sum and  
 Sums of Money due or to grow due upon the said  
 Bond to the said T. B. his Executors, Admini-  
 strators and Assigns, to his and their own proper  
 Use and Behoof; And I the said S. C. do here-  
 by make the said T. B. his Executors, Admini-  
 strators and Assigns, my true and lawful Attorney  
 and Attornies, &c. (as in the Letter of Attorney in  
 the Assignment of a Bond) And I the said  
 S. C. do hereby for my self, my Heirs, Exe-  
 cutors and Administrators, covenant, promise and  
 agree to and with the said T. B. his Executors,  
 Administrators and Assigns that I the said  
 S. C. have not done, committed, or willingly  
 suffered any Act, Matter or Thing, whereby the  
 within Indenture and Mortgage, and the Lands  
 and Premises thereby demised and mortgaged, or  
 any Part thereof, is, are, shall and may be released,  
 for-

*That the  
 Mortgage  
 is not In-  
 cumbered,  
 &c.*



## Assignments.

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forfeited, burdened, charged, or incumbered in Title, Charge, Estate, or otherwise howsoever, and that I have not released or discharged the said recited Bond and Condition, or received any Sum or Sums of Money thereby secured.

*In Witness, &c.*

*An Assignment of a Patent for the sole Use of an Invention for fourteen Years.*

**THIS** Indenture made, &c. Between **A. B.** of the one Part, and **C. D.** of the other Part. Whereas the said **A. B.** hath by his long Study, Expence and Experience, invented a Method of ——— by a New and Useful Engine never before known or used in this Kingdom; And whereas on representing the same to his present Majesty King George the Second, by Letters Patent bearing Date, — his said Majesty hath given and granted unto the said **A. B.** his Executors, Administrators and Assigns, and his and their Deputy and Deputies, Servants and Agents, special Licence, full Power, and lawful Authority, to use, exercise and enjoy the said new Invention, which he the said **A. B.** hath found out and attained, as aforesaid, within any Place or Places whatsoever, in or belonging to the Kingdom of England in such Manner according to such Limitations, as to him the said **A. B.** his Executors, Administrators and Assigns, or any of them shall be thought fit and convenient; And that he the said **A. B.** his Executors, Administrators and Assigns, shall and may have and enjoy the sole Benefit, Profit and Advantage, from Time to Time, coming, growing and arising, by reason or means of the said Invention, during the Term of fourteen Years, from the Date of the said Letters Patent, With a Prohibition to all Persons whatsoever, other than the said **A. B.** his Agents or Assigns, to use the said

*Recital of  
Patent.*

*The within* Executors, Administrators and Assigns. All, &c.  
*Indenture* revolved and Premises thereby granted and demised,  
*of Demise,* or mentioned or intended to be, and every Part  
*and* thereof, with the Appurtenances; And all my

Estate, Right, Title, Interest, Term of Years to come, Property, Claim and Demand whatsoever either in Law or Equity, of, in or to the same or any Part thereof; And also one Bond or Obligation bearing equal Date with the within Indenture whereby the within named T. C. became bound to me in the penal Sum of ——— Conditioned for the Payment of ——— within mentioned, and for the true Performance of the several Covenants in the within Indenture mentioned, and all and every Sum and Sums of Money due, or to grow due thereon; To have and to hold the said several, &c. and Premises, by the within Indenture granted and demised, with their Appurtenances, unto the said T. B. his Executors, Administrators and Assigns from henceforth, for and during the Residue and Remainder now to come and unexpired of the within Term of adi. 07. 10 Years, subject to the Proviso within contained; and to have, receive and take all and every Sum and Sums of Money due or to grow due upon the said Bond to the said T. B. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof; And I the said S. C. do hereby make the said T. B. his Executors, Administrators and Assigns, my true and lawful Attorney and Attornies, &c. (as in the Letter of Attorney in the Assignment of a Bond) And I the said S. C. do hereby for my self, my Heirs, Executors and Administrators, covenant, promise and agree to and with the said T. B. his Executors, Administrators and Assigns that I the said S. C. have not done, committed, or willingly suffered any Act, Matter or Thing, whereby the within Indenture and Mortgage, and the Lands and Premises thereby demised and mortgaged, or any Part thereof, is, are, shall and may be released,

for-

*That the  
 Mortgage  
 is not In-  
 cumbered,  
 &c.*

## Assignments.

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forfeited, burdened, charged, or incumbered in Title, Charge, Estate, or otherwise howsoever, and that I have not released or discharged the said recited Bond and Condition, or received any Sum or Sums of Money thereby secured.

In Witness, &c.

*An Assignment of a Patent for the sole Use of an Invention for fourteen Years.*

**THIS** Indenture made, &c. Between

**A. B.** of — of the one Part, and **C. D.** of — of the other Part. Whereas the said

**A. B.** hath by his long Study, Expence and Experience, invented a Method of — by a

New and Useful Engine never before known or used in this Kingdom: And whereas on repre-

*Recital of Patent.*

senting the same to his present Majesty King George the Second, by Letters Patent bearing

Date, — his said Majesty hath given and granted unto the said **A. B.** his Executors, Administrators

and Assigns, and his and their Deputy and Deputies, Servants and Agents, special Licence, full

Power, and lawful Authority, to use, exercise and enjoy the said new Invention, which he the said

**A. B.** hath found out and attained, as aforesaid, within any Place or Places whatsoever, in or

belonging to the Kingdom of England in such Manner according to such Limitations, as to him

the said **A. B.** his Executors, Administrators and Assigns, or any of them shall be thought fit and

convenient; And that he the said **A. B.** his Executors, Administrators and Assigns, shall and may

have and enjoy the sole Benefit, Profit and Advantage, from Time to Time, coming, growing

and arising, by reason or means of the said Invention, during the Term of fourteen Years, from

the Date of the said Letters Patent, with a Prohibition to all Persons whatsoever, other than the

said **A. B.** his Agents or Assigns, to use the said In-



## Assignments.

Assign-  
ment.

Invention, or any Thing thereto belonging; as in and by the said Letters Patent inrolled in the High Court of Chancery may more fully appear: **Now** this Indenture witnesseth, that the said *A. B.* for and in Consideration of the Sum of \_\_\_\_\_ to him in Hand paid by the said *C. D.* the Receipt whereof is hereby acknowledged, **Doth** granted, assigned and set over, and by these Presents, **doth** grant, assign, and set over, unto the said *C. D.* his Executors and Administrators, all the Right, Title and Interest of him the said *A. B.* of, in and to the new Invention aforesaid, granted and secured by the aforesaid Patent from his present Majesty King George the Second; **To have and to hold** the said new Invention, with the Benefit, Profit and Advantages thereof, to the said *C. D.* his Executors, Administrators and Assigns, in as ample and beneficial a Manner, to all Intents and Purposes as he the said *A. B.* by Virtue of the said Letters Patent may or might have or hold the same, if this present Assignment had not been made, for and during all the Residue of the said Term of fourteen Years mentioned in the said Letters Patent. **And** the said *A. B.* doth by these Presents constitute and appoint the said *C. D.* his Assignee and Grantee of, and for the said Invention, and the Profits thereof, for the Residue and Remainder of the said Term of fourteen Years granted by the Patent above mentioned. **And** the said *A. B.* doth Covenant to and with the said *C. D.* that he the said *C. D.* his Executors and Administrators, shall and may by Virtue of these Presents, have and take and receive all Profits and Advantages whatsoever, that may or shall be made for or by Reason of the new Invention aforesaid; **And** that he the said *A. B.* his Executors and Administrators, shall and will do and execute, or cause or procure to be done and executed, all and every other Act and



and Acts, Thing and Things, Device and Devices, for the further, better, and more perfect assigning and assuring of the Patent above-mentioned, and the Right, Title and Interest of the said *A. B.* his Executors, Administrators and Assigns, as he the said *C. D.* his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall advise and require, **In Witness, &c.**

*See Title Petitions, for the Method of obtaining Letters Patent.*

**Awards.**

*By two Arbitrators.*

**I****D** all to whom these Presents shall come, We *J. F.* of — and *R. C.* of — send Greeting: **W****H****E****R****E****A****S** divers Suits, Variances, Controversies, Strifes and Debates have been, and yet are depending between *R. D.* of — and *M. C.* of — for the appeasing, pacifying, ordering and determining whereof the said *R. D.* and *M. C.* have submitted themselves, and are become bound each to the other by their several Obligations, dated the — in the Sum of — with Conditions there-under written, to stand to, obey, abide, observe, perform, fulfil and keep the Award, Order, final End, Arbitrament, Determination and Judgment of us the said *J. F.* and *R. C.* Arbitrators indifferently elected and chosen, as well on the Part and Behalf of the said *R. D.* as on the Part and Behalf of the said *M. C.* to award, order, arbitrate, determine and judge of and concerning all and all manner of Actions, Suits, Judgments, Executions, Accounts, Reckonings, Trespases, Con-

## Awards.

troversies and Demands whatsoever, had, made,  
 moved, stirred and depending between the said  
 R. D. and M. C. from the beginning of the  
 World until the Day of the Date of these Pre-  
 sents: So always as the said Award, Arbitra-  
 ment, Determination and Judgment of us the  
 said J. F. and R. C. for and concerning the  
 Premises, be made and put in Writing under  
 our Hands and Seals, on or before the ————  
 as by the said Obligations and Conditions doth  
 more fully appear. ~~Now know ye,~~ That we  
 the said J. F. and R. C. Arbitrators as afore-  
 said, taking upon us the Charge of the said A-  
 ward and Arbitrament, and having deliberately  
 and at large heard, examined and considered the  
 Allegations, Witnesses and Evidences of both the  
 said Parties concerning the Premises, and being  
 minded to settle Unity and Friendship between  
 them concerning the same, do thereupon make  
 and put into Writing this our Award, Arbitra-  
 tion and Judgment between the said Parties, for  
 and concerning the Premises, in Manner and  
 Form following, to wit, first, We do award,  
 arbitrate and determine, by these Presents, that  
 the said R. D. his Executors, Administrators or  
 Assigns, shall and will well and truly pay, &c.  
 And we the said Arbitrators do also  
 award, &c. that he the said R. D. shall also  
 on the ——— sign and seal, and as his Act and  
 Deed deliver unto the said M. C. or to her Use,  
 a general Release in Writing, of all manner of  
 Actions, Suits, Causes of Action, Bonds, Bills,  
 Covenants, Controversies and Demands whatso-  
 ever, from the beginning of the World unto the  
 Day of the Date of the Obligations aforesaid.  
 And further, We do award, arbitrate and de-  
 termine that the said M. C. shall well and truly  
 pay, &c. And also sign, seal, &c. ——— a  
 Release, &c. ——— In witness, &c.

M. A.

The

*The like by an Umpire.*

**I** ~~Do~~ *Do* ~~ally~~ *ally* &c. ~~(as before)~~ *(as before)* ~~I~~ *I* ~~J. K. of~~ *J. K. of*  
~~Send Greeting~~ *Send Greeting* ~~Whereas divers Suits, &c.~~ *Whereas divers Suits, &c.*  
~~(as before to)~~ *(as before to)* ~~Determination and Judgment of~~ *Determination and Judgment of*  
~~J. F. and R. R. Arbitrators, &c. (as before to)~~ *J. F. and R. R. Arbitrators, &c. (as before to)*  
under our Hands and Seals, on or before —  
and if the said Arbitrators should not make their  
said Award in Writing aforesaid, on or before  
the said — ~~then the said Parties are to stand~~ *then the said Parties are to stand*  
to, obey, abide, observe, perform and keep the  
Award, Umpirage, final End and Judgment of  
me the said *J. K.* Umpire, indifferently chosen  
between the said Parties for ending the Differences  
aforesaid, so as my said Award and Umpirage  
was made in Writing under my Hand and Seal,  
ready to be delivered to the said Parties at, &c.  
on, &c. as by the said several Obligations and  
Conditions thereof may appear: And whereas  
the said *J. F.* and *R. R.* did not make their  
Award between the said Parties by the Time  
limited by the said Bonds of Arbitration, as a-  
bove-mentioned, whereby the composing, paci-  
fying and ordering the said Differences and Mat-  
ters and Disputes, depends wholly upon me:  
Now know ye, that I the said *J. K.* having  
taken upon me the Charge and Business of the  
said Award, and being willing to set the said  
Parties at Peace and Concord, by making a final  
End of the Controversies between them, and  
having by good Advice and Deliberation heard  
and examined the Titles, Allegations and Proofs  
of both the said Parties concerning the said Pre-  
misses in Dispute, do, with the Consent of both  
the said Parties, make, publish, declare and de-  
liver this my Award concerning the said Pre-  
misses, in Manner and Form following, (to wit)  
First, I finally award, judge and determine,  
that, &c. Secondly, &c. In Witness, &c.

*A Me-*

*A Memorandum of a Submission to an Arbitration, according to the Statute, for making Awards by Rule of Court.*

**W**E it remembred, That *A. B.* and *C. D.* this — Day of — being desirous to end and determine divers Controversies, Suits and Quarrels that have been between them (for which there is no other Remedy but by Personal Action, or Suit in Equity) did agree to submit, and did submit and refer all the said Controversies, Suits and Quarrels, to the Award of *E. F.* and *G. H.* (Arbitrators indifferently chosen between them) to be made in Writing under the Hands and Seals of the said Arbitrators, on or before the — Day of — next ensuing. And the said Parties did mutually promise and oblige themselves respectively, That they will perform and execute such Award as the Arbitrators shall make in the Premises. And the said Parties did further agree, that their said Submission should be made a Rule of his Majesty's Court of — at *Westminster*; and that they will finally be concluded by the Arbitration that shall be made concerning the Premises by the said Arbitrators, pursuant to such Submission.

Wass-



# Bail-pieces.

*A special Bail-piece on a Cepi Corpus in B. R.*

*Of the Term of — in the — Year of the  
Reign of King George the Second.*

*Somersetshire, ff. D. E. of — in the  
County of — Yeoman, is  
delivered to Bail upon a Cepi  
Corpus to*

*John Denn of H. in the  
County aforesaid, Gent.*

*and*

*Richard Fenn of M. in the  
County aforesaid, Gent.*

*P. Attorney for  
the Defendant.*

*At the Suit of P. 2*

*Taken and acknowledged  
the — Day of — in the  
Year of our Lord —  
Before me A. B. one of  
the Commissioners, &c.*

*Double  
12 d.  
stamp'd  
Parch-  
ment.*

## Bail-pieces.

*A special Bail-piece upon a Habeas Corpus in B. R.*

Of the Term of — in the — Year of the  
Reign of King George the Second.

~~S~~hyopshire, ff. D. E. of — in the Coun-  
ty aforesaid Yeoman is delivered  
to Bail upon a Writ of Habeas  
Corpus to

J. D. of — in the  
H. Attorney for County aforesaid, —  
the Defen- and  
dant. J. F. of — in the said  
County of —

At the Suit of the Plaintiff  
in the Plaint.

Taken, &c. (as  
upon a Cepi  
Corpus.)

*A special Bail-piece upon a Certiorari  
in B. R.*

Of ——— Term, &c.  
Berkshire, H. D. E. of ——— in the County  
aforesaid Yeoman, is delivered to Bail upon a Writ of  
Certiorari to  
J. D. of ——— in the  
County aforesaid Yeoman,  
and  
J. F. of ——— in the  
said County Yeoman.

H. Attorney for  
the Defendant.

At the Suit of the  
Plaintiff in the  
Plaint.

Taken, &c. (as  
before.)

## Bail-pieces.

*A special Bail-piece on a Capi Corpus  
in C. B.*

|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Term in the _____ Year of the Reign<br/>of King George the Second.</p> |                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Somersetshire, ff.</p>                                                 | <p>On a Capias against D. E.<br/>late of _____ in the County a-<br/>foresaid, (and other Defendants)<br/>to answer P. Q. of a Plea of<br/>Trespas, and also in a Plea<br/>of Debt, upon Demand for — l.<br/>Returnable on the Octave of<br/>St. Hilary. The Bail are<br/>J. D. of _____ in the<br/>County aforesaid _____<br/>and<br/>R. F. of _____ in the<br/>said County _____</p> |
| <p>F. Attorney for<br/>the Defen-<br/>dant.</p>                           | <p>The Party himself in 20 l.<br/>Each of the Bail in 10 l.</p>                                                                                                                                                                                                                                                                                                                       |
| <p>Taken and acknow-<br/>ledged, &amp;c. Be-<br/>fore, &amp;c.</p>        |                                                                                                                                                                                                                                                                                                                                                                                       |

See the Form of an Affidavit of the due taking these  
Bail-pieces, Tit. Affidavits.

In



## Bail-pieces.

### In the King's Bench.

**W**HERE the Defendant is arrested in London or Middlesex, the Defendant has four Days after the Return of the Process (exclusive of the Appearance Day) to put in Bail: And when in any other County, in six Days. Mich. 8 Ann.

And all Bails taken before Commissioners within forty Miles from London and Westminster, to be transmitted within eight Days after the taking thereof; and above forty Miles in fifteen Days, unless the Judges be in their Circuits, then as soon as any of them return to Chambers. Trin 4 W. & M.

Bail may be excepted against within twenty Days after transmitted, and Notice given of the taking thereof; and then the Defendant must either put in better Bail, or the Cognizors to justify themselves in Court, either by Affidavit taken before such Commissioners that took the Bail, or by Oath in Court, or before one of the Judges of the Court. Same Rule.

Where Special Bail is excepted against, and Notice thereof given, the Bail to justify, if Notice be given in Term-Time, in four Days after Notice, or to add other Bail, who shall justify within the said four Days; but if Exception be taken, and Notice given in the Vacation, the Bail put in, or the additional Bail, to justify upon the first Day of the subsequent Term. East. 5 Geo. 2.

In

## Bargains and Sales.

### In the Common Pleas.

**N**otice of Bail being taken by Commissioners, is to be given within four Days after the Caption thereof. Per Reg' Cur' Mich. 13 Geo. I.

Bails taken by Commissioners within forty Miles from London and Westminster, to be transmitted within ten Days after the taking thereof, and if above forty Miles in 20 Days, unless the Judges be in their Circuits, and then as soon as any one of them returns to London. Per Reg' Cur' Pas. 5 W. & M. and Hil. 6 Geo. I.

Bail may be excepted against within twenty Days after transmitted, and Notice of the taking thereof, and then the Defendant must either put in better Bail, or the Cognizors must justify themselves in open Court either by Affidavit taken before such Commissioners that took the Bail, or by Oath in Court, or before one of the Judges of the said Court. Pas. 5 W. & M.

The Defendant to perfect his Bail, within four Days after Exception. Trin. 3 & 4 Geo. II.

## Bargains and Sales.

### A Bargain and Sale of Lands, &c.

**T**HIS Indenture made, &c. Between J. K. the Elder of ——— J. K. the Younger, Son and Heir Apparent of the said J. K. the Elder and J. M. Son and Heir of J. M. late of ——— deceased, of the one Part, and E. R. of ——— of the other Part, Witnesseth, That for and in Consideration of the Sum of ——— of lawful, &c. to the said J. K. the Elder in Hand paid by the said E. R. at or before the Ensealing and Delivery of these Presents (the Receipt and Payment whereof

## Bargains and Sales.

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whereof the said J. K. the Elder doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth clearly exonerate, acquit and discharge the said E. R. his Heirs, Executors, Administrators and Assigns, and every of them, for ever by these Presents,) And for the several Sums of 5 s. of like lawful Money to the said J. K. the Younger, and J. M. in Hand paid by the said E. R. at and before the Ensealing, &c. (the Receipt, &c.) they the said J. K. the Elder, J. K. the Younger and J. M. have granted, bargained, sold, aliened, infeoffed and confirmed, and by these Presents Do, &c. unto the said E. R. his Heirs and Assigns for ever, **All** that *Messuage or Tenement and Farm, called H. Farm*, with the Appurtenances, situate, lying and being in H. aforesaid in the said County of — And all those — Acres of Land, &c. by whatsoever Name or Names or howsoever the same, or any of them are called or known, with their and every of their Rights, Members and Appurtenances whatsoever, [*which said Messuage, Farm and Premises were by the late King Charles the Second, by Letters Patent under the Great Seal of England, bearing Date the — granted (amongst other Things) to W. C. and E. F. and their Heirs in Fee-Farm in Trust for W. K. at the Rent of — per Annum, and were by the said W. C. and E. F. by their Deed inrolled in the High Court of Chancery, bearing Date on or about the — bargained, sold and conveyed to J. M. and W. H. therein named, and their Heirs and Assigns (in Trust for the said J. K. the Elder) and were by J. M. Party to these Presents, Son and Heir of the said J. M. deceased (who survived the said W. K.) granted and conveyed to the said J. K. the Elder, his Heirs and Assigns, as by Conveyances thereof may appear*] and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuage, Farm,

E

Lands,

## Bargains and Sales.

Lands, Tenements, Hereditaments and Premises hereby granted, and of every Part and Parcel thereof, and all Rents, Issues, Services and Profits to them, or any of them, or any Part or Parcel of them, or any of them incident, belonging or appertaining; **And** also all and every the Estate and Estates, Rights, Titles, Claims, Interests and Demands whatsoever, of them the said *J. K.* the Elder, *J. K.* the Younger, and *J. M.* or either of them, in, to or out of the same Messuage, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof; **And** all and every the Deeds, Charters, Writings and Muniments whatsoever, touching or concerning the said Messuage, Lands, Tenements or Hereditaments and Premises whatsoever, hereby granted or mentioned to be granted, or any of them, or any Part or Parcel thereof; **To have and to hold** the said Messuage or Tenement, Farm, Lands, Meadows and all other the Premises hereby granted, bargained, and sold, or mentioned or intended to be hereby granted, bargained and sold, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said *E. R.* his Heirs and Assigns for ever, **To** the only proper Use and Behoof of him the said *E. R.* his Heirs and Assigns for ever; **And** the said *J. K.* the Elder doth hereby grant for him and his Heirs, that he the said *J. K.* and his Heirs, the Messuage, Farm, Lands, Tenements, Hereditaments and Premises, and all and singular other the Premises hereby granted or mentioned to be granted, and every Part and Parcel thereof, with all and singular their and every of their Rights, Members and Appurtenances, unto the said *E. R.* his Heirs and Assigns, against him the said *J. K.* and his Heirs, and against all and every other Person and Persons whatsoever, shall and will warrant, and for ever defend these Presents.

*Covenant  
of War-  
ranty.*

**And**



And the said J. K. the Elder, and J. K. the Younger, do for themselves severally, and for *To levy a Fine.* the several Heirs, Executors and Administrators, and for every of them, covenant and grant to and with the said E. R. his Heirs, Executors and Administrators, and to and with every of them by these Presents, that they the said J. K. the Elder, and J. K. the Younger, and the said J. M. shall and will, before the ——— next ensuing the Date hereof, before the Justices of the Court of *Common Pleas at Westminster*, in due Form of Law, levy to the said E. R. and his Heirs, one Fine *sur Cognizance de droit come ceo, &c.* with Proclamations according to the Form of the Statute in such Case made and provided, of all and singular the Messuage, Lands, Tenements, Hereditaments and Premises aforesaid, by such apt Names, Quantities and Qualities, and Number of Acres, and in such Sort, Manner and Form, as by the said E. R. his Heirs or Assigns, or by his or their Counsel learned in the Law shall be reasonably devised, or advised and required. And the said J. K. *Bargainor* the Elder, for himself, his Heirs, Executors and *lawfully* Administrators, and for every of them, doth co-*seised, &c.* venant and grant to and with the said E. R. his Heirs and Assigns, and to and with every of them, by these Presents, in Manner and Form following (*that is to say*) that the said J. K. the Elder now is true and lawful Owner of the said Messuage, Farm, Lands, Tenements and Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be hereby granted, and of every Part or Parcel thereof, with their and every of their Appurtenances, and is rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any manner of Condition, Trust, Contingent, Covenant, Proviso, or Limi-

*And shall continue seized till an absolute Estate be vested in Bargainee. That Bargainor hath Power to convey.*

tation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, determine, incumber, defeat or evict the same: And that he shall and will continue to be seized thereof, and of every Part and Parcel thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in him the said E. R. and his Heirs, according to the true Intent and Meaning of these Presents: And that the said J. K. now hath good Right, lawful and absolute Power and Authority in himself, to grant, alien and convey all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned, or intended to be hereby granted as aforesaid, and every Part and Parcel thereof, with the Appurtenances, unto the said E. R. his Heirs and Assigns, to the only Use of him the said E. R. his Heirs and Assigns, in Manner and Form aforesaid; And that the said E. R. his Heirs and Assigns, and every of them shall, or lawfully may, from Time to Time, and at all and every Time and Times hereafter, have, hold, occupy, use, [possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, and every Part and Parcel thereof, with all and singular their and every of their Appurtenances, and all and every of the Rents, Issues and Profits, and Commodities thereof arising, accruing and growing, to have, receive and take, without any manner of Let, Suit, Trouble, Vexation, Eviction, Disturbance, or other Hindrance or Molestation whatsoever, of or by the said J. K. the Elder, his Heirs or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim the said Messuage, Lands and Premises, or any Part or Parcel thereof (except as herein after is excepted;) And that the said Messuage, Lands, Tenements,

*For peaceable Enjoyment.*

Here-

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Hereditaments and Premises hereby granted, or *Free from* mentioned or intended to be hereby granted, as *Incum-*  
*afore*said, and every Part and Parcel thereof, with *brances.*  
 all and singular their and every of their Ap-  
 purtenances now are and be, and from hence-  
 forth for ever hereafter shall continue, remain  
 and be, unto the said E. R. his Heirs and Assigns,  
 free and clear, and freely and clearly, and ab-  
 solutely freed and acquitted, exonerated and dis-  
 charged of and from all and all manner of for-  
 mer and other Bargains, Sales, Gifts, Grants,  
 Feoffments, Devises, Uses, Jointures, Dowers,  
 Intails, Estates, Leases, Rights, Titles, Rents,  
 Arrearages of Rents, Issues, Fines, Post-Fines,  
 Amerciaments, Debts, Duties, Judgments, Ex-  
 ecutions, Statutes-Merchant, and of the Staple,  
 and all Debts of Record, Extents, Liberates,  
 Seizures, Charges, Titles, Troubles, Forfeitures,  
 Annuities and Incumbrances whatsoever, had,  
 made, committed, done, acknowledged or suf-  
 fered, or caused to be had, &c. by the said  
 J. K. the Elder, or by any other Person or  
 Persons whatsoever, (one Lease of the Premises  
*heretofore* granted by the late King Charles II.  
 M. J. T. and T. L. their Executors and Assigns,  
 for the Term of forty Years, beginning, &c. now  
 in Being, and upon which is reserved the yearly  
 Rent of ——— which said Rent from henceforth  
 during the Residue of the said Term, shall be  
 payable to the said E. R. his Heirs and Assigns;  
 as also the Fee-Farm Rent of ——— reserved by  
 the said Letters Patent, and yearly to be paid to  
 the said late King, his Heirs and Successors, for  
 the said Premises for ever, only excepted and fore-  
 prized.) And the said J. K. the Elder, for  
 himself, his Heirs, Executors and Administrators, *For fur-*  
 and every of them, doth Covenant and grant to and *ther Assu-*  
 with the said E. R. his Heirs and Assigns, and to *rance.*  
 and with every of them, by these Presents, that he  
 the said J. K. the Elder, his Heirs and Assigns,



## Bargains and Sales.

and J. K. the Younger, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times hereafter have, or lawfully claim any Estate, Right, Title, or Interest of, in or to the said Premises hereby granted, or mentioned to be granted, or of, or in, or to any Part or Parcel thereof, shall and will, from Time to Time, and at all Times hereafter, at and upon the reasonable Request, and at the Costs and Charges in the Law of the said E. R. his Heirs and Assigns, or some of them, make, do, levy, execute, acknowledge and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the better and more perfect Assurance, Surety, and Sure making and Conveying, Settling, Establishing, or Confirmation of the said Messuage, Farm, Land or Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, or any of them, and of every or any Part or Parcel thereof, with all and singular their and every of their Appurtenances unto the said E. R. his Heirs and Assigns, according to the true Intent and Meaning of these Presents (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, indented or poll, inrolled or not inrolled) the Inrolment of this present Indenture, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchees, Release or Confirmation, and by all and every of the said Ways and Means, or any other Ways or Means in the Law whatsoever, as by the said E. R. his Heirs or Assigns, or any of them, or by his, their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required ;



quired; so as the said further Assurance to be made, or any of them, do not, nor shall not contain any further Assurance or Warrant than for enjoying them only against the Parties thereunto respective Heirs, and touching Acts and Dceds done and suffered by them, or any of them; and so as for the Acknowledging and Executing of such further Conveyances and Assurances, or any of them, the Persons that shall be required to make or execute the same, be not compelled nor compellable, for the doing thereof to travel further, or elsewhere than to the City of *L.* or *W.* or one of them. And it is declared, concluded and agreed by and between all and every the said Parties to these Presents, that the Fine so as aforesaid to be levied, and all and every other Fine and Fines, Feoffment and Feoffments, Conveyance and Assurance in the Law whatsoever heretofore had and executed, or hereafter to be had, made, levied and executed by and between the said Parties to these Presents, or any of them, or by them or any of them, with any other Person or Persons, of the Premises, or any Part or Parcel thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only and proper Use and Behoof of the said *E. R.* his Heirs and Assigns, and to and for no other Use, Intent and Purpose whatsoever. And the said *J. M.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said *E. R.* his Heirs and Assigns, and to and with every of them, by these Presents, that he the said *J. M.* hath not done, committed, executed or suffered any Act or Acts, Thing or Things whatsoever, whereby the said Messuage, Farm, Lands, Tenements and Premises, or any Part thereof, now are, or at any Time hereafter shall or may be impeached or incumbered in Title, Charge, Estate,

*And said Assurances to be to the Use of Bargainee, &c.*

*Bargainor not to incumber, &c. the Premises.*

## Bargains and Sales.

or otherwise; (the Conveyance and Estate thereof made and granted by him the said *J. M.* to the said *J. K.* the Elder, and his Heirs, herein before-mentioned, only excepted and fore-  
 priced.) In Witness, &c.

To make a Tenant to the Præcipe, in order to the suffering a Common Recovery.

**T**HIS Indenture tripartite, made, &c. between, &c. witnesseth, That the said *J. A.* and *M.* his Wife, and *G. A.* for the barring all Estates-Tail and Remainders over, of and in the Messuages, Lands, Tenements and Hereditaments herein after-mentioned; and for and in Consideration of the Sum of *5.* of lawful, &c. to them in Hand paid by the said *J. H.* at or before, &c. the Receipt, &c. And for divers other good Causes and Considerations them the said *J. A.* and *M.* his Wife, and *G. A.* thereunto moving, have bargained and sold, and by these Presents do, &c. unto the said *J. H.* his Heirs and Assigns, all that Messuage or Tenement, &c. (as before) To have and to hold, the said Messuages, Buildings, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said *J. H.* his Heirs and Assigns, to the Use and Behoof of him the said *J. H.* and his Heirs, To the Intent and Purpose nevertheless, that the said *J. H.* may be perfect Tenant of the Freehold and Inheritance of all and singular the aforesaid Premises, with the Appurtenances, against whom a Common Recovery of the said Messuages, &c. may be had, suffered and perfected, as of — Term next ensuing the Day of the Date of these Presents, in which said Common Recovery it is hereby agreed, that the said *E. A.* shall be Demandant, and the said *J. H.* Tenant; and the said *J. A.* and *M.* his Wife,

Wife, and the said G. A. shall be Vouchees, and they shall vouch over the common Vouchee, after the Manner and Course of a Common Recovery for Assurance of Lands (or thus after the Words may be had, suffered and perfected, then say, And to that End and Purpose it is agreed by and between the Parties to these Presents, that the said E. A. shall, before the End of ——— Term, prosecute and sue out a Writ of Entry *sur disseisin in le Poest*, returnable the last Return of ——— Term before the Justices of the Lord the King of the Bench at Westminster, whereby the said E. A. shall demand against the said J. H. the said Messuage, &c. and Premises, with their and every of their Appurtenances, by such Name and Names, and other Additions and Descriptions, to ascertain the same, as shall be thought fit, to which Writ the said J. H. shall appear *gratis*, and vouch to Warranty the said ——— who shall likewise appear *gratis*, and enter into Warranty, and vouch the said ——— and ——— who shall appear *gratis*, and enter into Warranty, and vouch over the common Vouchee, who shall likewise appear *gratis*, and enter into Warranty and Imparl, and afterwards make Default, whereby a Common Recovery may be had and suffered in the said Court of Common Pleas, of all the said Messuage, Lands, &c. according to the Course of Common Recoveries used :) And it is hereby further covenanted, concluded, declared, and fully agreed, by and between all the said Parties to these Presents, that the said Common Recovery, so or in any other Manner to be had and suffered, as aforesaid, of the aforesaid Premises, with the Appurtenances, between the said Parties to these Presents, shall enure and be, and shall be construed, deemed and taken to enure, and to be to the several Uses, Intents and Purposes herein after-mentioned and declared (*that is to say*) To



## Bargains and Sales.

the Use and Behoof of the said *J. A.* and his Assigns, during the joint Lives of him and the said *M.* his Wife; and if the said *M. A.* shall survive the said *J. A.* then to the Use and Behoof of the said *E. A.* and his Heirs, during the Life of her the said *M. A.* upon Trust, that he the said *E. A.* and his Heirs, do and shall convey and assure the same Premises, and every or any Part thereof, to such Person and Persons, and for such Intents and Purposes as the the said *M. A.* by her self alone, during the Life of her said Husband, or after his Death, by any Writing or Writings under her Hand and Seal, executed in the Presence of two or more credible Witnesses, shall direct and appoint, and until such Appointment in Trust for the said *M. A.* and from and immediately after the Decease of the said *M. A.* then to the only proper Use and Behoof of the said *G. A.* and his Heirs and Assigns for ever. In Witness, &c.

*A Bargain and Sale of a Bankrupt's Personal Estate from the Commissioners to the Assignees.*

**T**HIS Indenture made, &c. between *T. B. R. M. Esqs;* and *G. J. Gent.* of the one Part, and *R. H. of, &c.* and *J. M. of, &c.* of the other Part: Whereas the King's Majesty's Commissioners, under the Great Seal of Great Britain, grounded upon the several Statutes made concerning Bankrupts, bear Date at Westminster the — Day of — last, hath been awarded against *T. R. of, &c.* directed unto the said *T. B. R. M.* and *G. J.* and also to *J. M. Esq;* and *R. W. Gent.* thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same, as by the said Commission, Relation



Relation being thereunto had, may more fully appear: And whereas the said T. B. R. M. and G. J. being the major Part of the Commissioners in the said Commission named, having began to put the said Commission in Execution, upon Examination of Witnesses, and other good Proof, upon Oath before them had and taken, have found that the said T. R. for some Time past before the Date and Suing forth of the said Commission, used and followed the Trade of a ——— and kept a House in, &c. and also during the Time of his Trading did buy and sell great Quantities of, &c. as a ——— and endeavouring to get his Living thereby; and did, during the Time of his said Trading and Dealing as aforesaid, become justly and truly indebted unto the said R. H. in the Sum of 500 £. and upwards; and to the other his Creditors in several Sums of Money; and being indebted as aforesaid, did, in the Judgment of the major Part of the said Commissioners, become a Bankrupt to all Intents and Purposes, within the Compass and true Meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the Date and Suing forth of the said recited Commission. And whereas the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in the said recited Commission named, in further Execution of the same, and upon like due Examination of Witnesses, have found, or otherwise it appeareth unto them, that the said T. R. at the Time he became a Bankrupt as aforesaid, had and was possessed of divers Wares, Household and other Goods of several Kinds and divers Quantities of, &c. and also of Pewter, Brass, and other Utensils, Chattels, Estate and Effects in and about his said House and Shop, and other Places: And also it appeareth to the said Commissioners, Parties to these Presents, that there  
are

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are several Debts, Sum and Sums of Money due and owing, and belonging to the said T. R. by and from several Persons: **Now this Indenture witnesseth,** that the said Commissioners, Parties to these Presents, by Force and Virtue of the said Commission, and the Statutes therein mentioned, and for and in Consideration of the Covenants and Agreements herein after in these Presents, on the Behalf of the said R. H. and J. M. (Assignees of the said Bankrupts Estate and Effects, duly chosen by the major Part of the Creditors present, at a Meeting pursuant to a Notice in the *London Gazette* for that Purpose) to be done and performed, have ordered, bargained, sold, assigned and set over, and by these Presents do, as much as in them lieth, and they lawfully may, order, bargain, sell, assign and set over to the said R. H. and J. M. all and singular the said Household Goods, and other Goods, Chattels, Effects, Debt and Debts, Sum and Sums of Money, and other Things, Estate and Premises of and belonging to him the said T. R. and every Part thereof, and all other the personal Estate, Debts, Goods and Effects of him the said T. R. whatsoever and wheresoever, **To have and to hold** the said Household Goods, and all and singular other the Goods, Chattels, Debts, Effects and personal Estate whatsoever of him the said T. R. unto the said R. H. and J. M. their Executors and Administrators for ever, **In Trust,** nevertheless, to and for the Use and Uses herein after-mentioned and expressed (*that is to say*) **In Trust** to and for the Use and Behoof and Benefit, as well of them the said R. H. and J. M. as all other the Creditors of the said T. R. who have already, or shall hereafter, in due Time, come in and seek Relief by Virtue of the said recited Commission, according to the Direction and Limitation of the several Statutes whereupon the same is grounded, and to no other Use,

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Use, Intent or Purpose whatsoever. And the said R. H. and J. M. for themselves, their Executors and Administrators, do hereby covenant, promise and agree, to and with the said T. B. R. M. and G. J. the said Commissioners, Parties to these Presents, that the said R. H. and J. M. shall and will, from Time to Time, and at all Times hereafter, with all convenient Speed, and by all lawful Ways and Means, they may or can endeavour to sue for, recover and get in the Estate, Debts, Effects and Premises hereby bargained, sold, assigned and set over, or mentioned, or intended to be; And also shall, with like convenient Speed, sell and dispose of the Estate and Effects, when so gotten, in, to and for the best Profits and Advantages they can raise, make or advance by Sale, or other Disposition thereof: And also that they the said R. H. and J. M. their Executors and Administrators, shall and will give and render to the said T. B. R. M. and G. J. Commissioners, Parties to these Presents, or to the major Part of the Commissioners, by the said Commission authorised, upon reasonable Request to the said R. H. and J. M. their Executors and Administrators, make a just, true and perfect Account of all and every Part of the said Estate, Effects, Debts, Sum and Sums of Money, and other the Premises hereby bargained, sold, assigned and set over unto the said R. H. and J. M. which he or they shall get in, recover, or receive, by Virtue of these Presents; and such Debts, Sum or Sums of Money, or other Satisfaction, as shall be had, made, raised, received and gotten in by them, or any of them, by Virtue of this Deed of Assignment: And further, that they the said R. H. and J. M. their Executors and Administrators, shall and will pay, satisfy and deliver over to the said T. B. R. M. and G. J. Commissioners, Parties to these Presents, or to the major



## Bargains and Sales.

major Part of the Commissioners, in the said Commission authorized, to be ordered, disposed of, or distributed, as they shall order and direct, in some convenient Time, from and after they the said R. H. and J. M. their Executors, Administrators and Assigns, shall have had and received the same, or any Part thereof, *To the End* the said Commissioners, Parties to these Presents, may in due Time order, distribute, divide and dispose thereof, for and towards Payment and Satisfaction of the said just Debts, due and owing by the said T. R. to such his Creditors who have already sought, or shall hereafter in due Time come in and seek Relief, by Virtue of the said Commission. *And moreover*, that they the said R. H. and J. M. their Executors, Administrators and Assigns, or some of them, shall and will, from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said Commissioners, Parties to these Presents, and every of them, their and every of their Heirs, Executors and Administrators, of, from and against all and all manner of Actions, Suits, Troubles, Damages, Losses, Costs, Charges and Expences whatsoever, which may happen or come to, or be brought or prosecuted against them, or any or either of them, or against the Lands, Tenements, Goods and Chattels of them, or any or either of them, and which they, or any or either of them may suffer, sustain, or be put unto, for or by Reason of this present Deed of Assignment, or their or any of their lawful Intermedlings and Dealings in any of the Estate of the said T. R. or their or any of their Proceedings, in the legal Execution of the above-recited Commission, or by Force, Virtue or Colour thereof. *In Witness, &c.*

*A Bargain*



*A Bargain and Sale of a Bankrupt's Real Estate, from the Commissioners to the Assignees.*

**T**HIS Indenture tripartite, made, &c. between R. M. G. J. Esqs; and R. W. Gent. of the first Part, T. R. late of, &c. [*the Bankrupt*] of the second Part, and R. H. of, &c. and J. M. of, &c. of the third Part: Whereas the King's Majesty's Commission under the Great Seal of Great Britain, &c. [*Reciting, the Issuing of the Commission, the Commissioners putting the same in Execution, and finding T. R. a Bankrupt thereon, the same as in the Assignment of the Personal Estate.*] And whereas the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in the said recited Commission named, in further Execution of the same, and upon like due Examination of Witnesses have found, or otherwise it appeareth unto them, that the said T. R. at the Time he became a Bankrupt as aforesaid, was seised and possessed of, interested in, or intitled unto divers and sundry Manors, Messuages, Lands, Tenements and Hereditaments in the Counties of Bucks, Cambridge, &c. and elsewhere in the Kingdom of Great Britain: Now this Indenture witnesseth, That the said Commissioners, Parties to these Presents, being the major Part of the Commissioners named and authorized in and by the said Commission of Bankruptcy, in further Execution thereof, and of the several Statutes therein mentioned, and by Force and Virtue of the same, and of the Power and Authority in them hereby given, and also in Consideration of the Covenants herein after reserved and contained on the Part and Behalf of the said R. H. and J. M. (Assignees of the said Bankrupt's Estate and Effects,

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## Bargains and Sales.

duly chosen by the major Part of the Creditors, at a Meeting pursuant to a Notice in the *London Gazette* for that Purpose) to be done and performed, have bargained and sold, and by these Presents (as much as in them lieth, and they lawfully may) do, and each of them both bargain and sell: And that the said T. R. in Consideration of the Sum of 5 s. of lawful Money of Great Britain, to him in hand paid, at or before the Sealing and Delivery of these Presents by the said R. H. and J. M. the Receipt whereof is hereby acknowledged, hath bargained and sold, and by these Presents (as much as in him lieth, and he lawfully may) both bargain and sell unto the said R. H. and J. M. and to their Heirs and Assigns, All those the Manors, &c. &c. [*reciting the Parcels of all the Real Estates*] and also all other the Manors and reputed Manors, Messuages, Lands, Tenements and Hereditaments, in the said Counties of, &c. whereof, wherein or whereunto the said T. R. or any Person or Persons in Trust for him, now is, or at the Time of his becoming a Bankrupt, was seized or possessed of, interested in, or intitled unto, of any Estate of Freehold or Inheritance, either in Possession, Reversion, Remainder or Expectancy, or otherwise howsoever, or wherein or whereunto the said T. R. or any Person or Persons in Trust for him, can or may have, or claim any Estate or Interest, Right, Title, Profit, Produce, Rent, Share, Claim or Demand whatsoever, either in Law or Equity, or otherwise howsoever: And the Reversion and Reversions, Remainder and Remainders, Rents, Issues, Emoluments, Profits, Commodities, Advantages and Appurtenances whatsoever to the said Manors, or reputed Manors, Messuages or Tenements, Lands, Hereditaments and Premises, or any Part or Parcel thereof belonging, or in any wise appertaining, together with all Deeds, Escripts, Minuments and

and Writings relating to all or any Part of the said Manors, Messuages or Tenements, Lands, Hereditaments and Premises hereby bargained and sold, or intended to be; **To have and to hold** the said Manors, or reputed Manors, Farms, Messuages or Tenements, Lands and Hereditaments, and all and singular other the Premises herein before-mentioned, and intended to be hereby bargained and sold, with their and every of their Rights, Members, and Appurtenances unto the said R. H. and J. M. their Heirs and Assigns for such Estate and Estates, and Interests, as the said T. R. had therein respectively at the Time of his becoming Bankrupt, and at the Time of issuing forth of the said Commission of Bankruptcy against him, or at any Time since, and in as full and ample Manner and Form, to all Intents and Purposes whatsoever, as the said T. R. his Heirs or Assigns, might or could have held and enjoyed the same, if he the said T. R. had not become a Bankrupt, and if these Presents had not been made; **In Trust**, nevertheless, to and for the Use, Behoof, Benefit and Advantage of the said R. H. and J. M. and the rest of the Creditors of the said T. R. who already have or shall in due Time come in and seek Relief under the said Commission: **And** the said R. H. and J. M. for themselves, severally and respectively, and each for his own respective Heirs, Executors, and Administrators, and not one for the other, or for the Heirs, Executors or Administrators of the other, or for the Act or Deed of the other, do covenant, promise, grant, and agree, to and with the said Commissioners, Parties to these Presents, their Executors and Administrators, that they the said R. H. and J. M. their Heirs and Assigns, shall and will, with all convenient Speed, use their best Means and Endeavours to sell, and dispose of the Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before

fore



## Bargains and Sales.

fore mentioned and intended to be hereby bargained and sold, for all such Estate and Interest as the said *T. R.* had herein, at the Time he became a Bankrupt, for the most and best Price and Prices that can be got for the same; and that they the said *R. H.* and *J. M.* shall and will, within the Time limited and appointed by an Act of Parliament made in the fifth Year of his present Majesty's Reign, intituled, *An Act to prevent the committing of Frauds by Bankrupts*, give unto the said Commissioners, Parties to these Presents, or to the major Part of the Commissioners, in and by the said Commission named and authorised, fair and just Accounts of their Receipts, Payments and Disbursements on account of, touching or concerning the Estate and Effects of the said *T. R.* and shall and will distribute and divide amongst the Creditors of the said *T. R.* who shall have come in and proved their Debts under the said Commission (in Proportion to their respective Debts) all such Part of the neat Produce of the Estate and Effects of the said *T. R.* as the said Commissioners, Parties to these Presents, shall from Time to Time order and direct. And further, [a Covenant by the Assignees to indemnify the Commissioners, as in the Assignment of the Personal Estate.] In Witness, &c.

## Bills of Sale.

### Of Goods and Chattels.

**I** *R. D.* all Men by these Presents, That I *A. B.* of \_\_\_\_\_ in Consideration of the Sum of \_\_\_\_\_ to me in Hand paid by *C. D.* of \_\_\_\_\_ at and before the Sealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge, Have bargained, sold, released, granted and confirmed, and by these Presents do bargain, sell, release grant and confirm



## Bargains and Sales.

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firm unto the said C. D. all the Goods, Household-stuff, and Implements of Household, and all other Goods and Chattels whatsoever mentioned in the Schedule hereunto annexed, now remaining and being in ———

To have and to hold all and singular the said Goods, Household-stuff and Implements of Household, and every of them, by these Presents bargained, sold, released, granted and confirmed unto (the only proper Use and Beboof of) the said C. D. his Executors, Administrators and Assigns for ever, freely, quietly, peaceably and intirely, without any Contradiction, Claim, Disturbance or Hindrance of any Person whatsoever, and without any Account to me, or to any other whomsoever to be made, answered, or hereafter to be rendred; so that neither I the said A. B. nor any other for me, or in my Name, any Right, Title, Interest or Demand of, in, to or for the said Goods, &c. or any Part or Parcel thereof, ought to exact, challenge, claim or demand at any Time or Times hereafter; but from all Action, Right, Estate, Title, Claim, Demand, Possession and Interest thereof shall be wholly barred and excluded by Force and Virtue of these Presents:

*Warranty.*

**And** I the said A. B. for my self, my Executors and Administrators, all and singular the said Goods and Household-stuff unto the said C. D. his Executors, Administrators and Assigns, against me the said A. B. my Executors, Administrators and Assigns, and against all and every other Person and Persons whatsoever, shall and will warrant, and for ever defend, by these Presents, of which Goods, &c. I the said A. B. have put the said C. D. in full Possession, by delivering him one Silver Cup in the Name of all the said Goods and Chattels, at the Sealing and Delivery hereof. **In Witness, &c.**

Of

*Of Goods conditional, in nature of a Mortgage.*

*Proviso of Redemption.*

**I** D all to whom these Presents shall come, I A. B. of — send Greeting: Know ye that I the said A. B. for and in Consideration, &c. (as in the last to) and for ever defend by these Presents: *Provided*, always, and it is hereby agreed between the said Parties to these Presents, That if I the said P. H. my Executors, Administrators or Assigns, or any of us, do, and shall well and truly pay, or cause to be paid unto the said C. D. or his Attorney, his Executors, Administrators or Assigns, the Sum of — on — at — for the Redemption of the said hereby bargained Premises, then these Presents, and every Clause, Article, Condition and Thing herein contained, shall cease and be void, otherwise to remain in full Force and Effect. *In witness, &c.*

*Or it may upon Occasion be made stronger, thus*

**T** H I S Indenture made, &c. between &c. witnesseth, That the said J. G. for and in Consideration, &c. the Receipt, &c. hath, &c. (as in the first Bill of Sale, mutatis mutandis, to) and for ever defend by these Presents: *Provided*, &c. (as in the second Bill of Sale, mutatis mutandis, to) remain in full Force and Effect. And the said J. G. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said J. H. his Executors, Administrators and Assigns by these Presents, as follows (to wit) that in case the said J. G. his Executors or Administrators, shall make Default in Payment of the said — l. or any

*Covenant that if his Heirs, Executors and Administrators, doth make Default by his Executors, Administrators and Assigns by these Presents, to hold for ever.*

any Part thereof, at the Time and Place, in the Condition before in these Presents contained; Then the said J. H. his Executors, Administrators and Assigns, shall and may, for the Consideration aforesaid, peaceably and quietly have, hold and enjoy to his and their own proper Use, for ever, the said \_\_\_\_\_ and all the Premises above by these Presents bargained, sold, released, granted and confirmed, or mentioned or intended so to be, and every Part and Parcel thereof, with all and singular the Appurtenances, without any lawful Let, Suit, Trouble, Expulsion, Eviction, Molestation or Denial of the said J. G. his Executors or Administrators, or of any other Person or Persons whatsoever; And also that he the said J. G. his Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said J. H. his Executors, Administrators or Assigns, the said Sum of \_\_\_\_\_ in Manner and Form as aforesaid, according to the true Intent and Meaning of these Presents. And the said J. H. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said J. G. his Executors, Administrators and Assigns, by these Presents, that he the said J. H. his Executors, Administrators and Assigns, shall and will, immediately after the Receipt of the said \_\_\_\_\_ according to the true Meaning of the Condition aforesaid, upon reasonable Request of the said J. G. well and truly re-deliver unto the said J. G. his Executors, Administrators or Assigns, the said \_\_\_\_\_ and all other of the said Premises, which \_\_\_\_\_ the said J. H. received of the said J. G. at and before the Ensealing and Delivery hereof, in as good Case as the same, and every of them, at this present Time now are. In Witness, &c.

*Covenant to pay the Money in the Proviso.*

*To return Goods on Payment of the Money.*

N. B. Livery and Seisin to be indorsed.

Of

## Bargains and Sales.

*Of the Eighth Part of a Ship.*

**I** D all, &c. — I A. B. of — send Greeting: Know ye, that I A. B. for and in Consideration, &c. — have, &c. — unto the said C. D. the one full eighth Part of the Ship called — of the Port of — in the County of — of the Burthen of — Tons, or thereabouts, and whereof one — is at present Master, now lying and being in — together with one full eighth Part of all the Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Pieces of Ordnance, Guns, Gunpowder, Shot, Tackle, Apparel, Ammunition and Furniture to the said Ship belonging or appertaining; To have and to hold the said eighth Part of the said Ship, and all other the Premisses hereby granted, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns for ever, as his and their own proper Goods, and to his and their own proper Use and Uses for ever. And I the said A. B. do, for my self, my Heirs, Executors and Administrators, covenant, grant and agree to, and with the said C. D. his Executors and Assigns, by these Presents, That I the said J. G. at the Time of Sealing and Delivery hereof (notwithstanding any Act or Thing done by me to the contrary) am the true and lawful Owner and Proprietor of the said eighth Part of the said Ship and Premisses hereby granted, with the Appurtenances; and have full Power and lawful Authority (notwithstanding such Act or Thing as afore said) to grant and convey the said eighth Part of the said Ship and Premisses hereby mentioned to be granted with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, in Manner and Form afore said: And that it shall and may be lawful to and for the said

*Covenant  
that Bar-  
gainor is  
Right  
Owner.*

*And hath  
Power to  
convey.*

*For peace-  
able Enjoy-  
ment.*



said C. D. his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter, quietly and peaceably *To have, hold and enjoy* the said eighth Part of the said Ship, and all other the Premises hereby granted, with the Appurtenances, without any Let, Molestation, Disturbance, or Denial of me the said A. B. my Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim, from, by, or under me, them, or any of us (*except, &c.*) In witness, &c.

*Of Goods and Chattels to save harmless from Bonds.*

**I**D all, &c. I R. C. of \_\_\_\_\_ send Greeting: ~~Know~~ ye, That I R. C. as well for indemnifying and saving harmless J. F. of \_\_\_\_\_ his Heirs, &c. and every of them, of and from all manner of Bonds and Writings obligatory whatsoever; wherein the said J. F. is and stands bound for me the said R. C. in any Sum or Sums of Money to any other Person or Persons whatsoever, as also in Consideration of the Sum of 5 s. of— to me in Hand paid at or before the Sealing, &c. the Receipt, &c. and for divers other good Causes and Considerations me hereunto moving, Have given, granted, &c. (*as before in the first Bill of Sale of Goods*) for ever defend by these Presents: (*and then add this Proviso*) **Provided** always, That if I the said *Proviso* R. C. my Executors, &c. or any of us, do or *that if* shall from Time to Time, and at all Times here *Bargain-* after, clearly acquit and discharge or otherwise *or save* sufficiently save and keep harmless the said J. F. *harmless,* his, &c. and all his and their Goods and Chat- *then to be* tels, Lands, Tenements and Hereditaments and *void.* every of them, of and from all and singular Bonds

## Bargains and Sales.

Bonds and Writings obligatory whatsoever, wherein and whereby the said *J. F.* at the Request, or for the Debt of me the said *R. C.* is and standeth bound to any Person or Persons whatsoever in any Sum or Sums of Money, and of and from all and all manner of Actions, Suits, Charges, Troubles, Expences and Demands whatsoever, which shall and may in any wise hereafter happen, come, grow, or be to or against the said *J. F.* his, &c. or any of them, for or by Reason of the said Obligations and Writings obligatory, or any of them, or any Thing in them or any of them, mentioned or contained, then this present Deed or Grant, and every Thing herein contained, shall be utterly void, otherwise to remain in full Force. *In Witness, &c.*

*Of Goods distrained for Rent.*

**T**HIS Indenture, &c. between *N. C.* of — *J. R.* Constable of the Hundred of — *D. C.* of — *J. F.* of — and *H. R.* of — of the one Part, *J. S.* of — and *T. S.* of — of the other Part, witnesseth, That it is affirmed by the said *N. C.* and testified by the said *D. C.* upon his Oath sworn before the said Constable, that on the — Day of — last past, the said *N. C.* in the Presence of the said *D. C.* did enter into a Messuage and Lands called *S. Farm* in *H.* within the Hundred aforesaid, and for — *l.* of Rent, at the Feast of — last past, due to him the said *N. C.* from *S. F.* upon a Demise, whereby the said *S. F.* held the said Farm of the said *N. C.* and did distrain there, and found the Goods and Chattels following (to wit) [*recite the Particulars.*] And it is further testified by the said *D. C.* and also by the

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the

## Bargains and Sales.

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the said *J. F.* and *H. R.* upon their Oaths sworn before the said Constable, that after such Distress taken (to wit) on the — Day of — last past, the said *N. C.* did, at the chief Mansion-House of the said Farm, give publick Notice of the said Distress, and the Cause thereof, and a Note thereof in Writing, expressing the Particulars of the said Goods and Chattels distrained, and of the said Rent for which the same were distrained, did then and there deliver unto *E.* Daughter of the said *S. F.* And the said *D. C.* *J. F.* and *H. R.* upon their Oaths aforesaid have truly appraised all the said Goods and Chattels distrained, at — *l.* And this Indenture further witnesseth, That the said Goods and Chattels being yet unreplevied, the said *M. C.* with the Constable aforesaid, for and in Consideration of — *l.* being the best Price that can be gotten for the said Goods and Chattels, by the said *J. S.* and *T. S.* paid to the said *N. C.* towards Satisfaction of the said Rent of — *l.* for which the said Goods and Chattels were distrained, have bargained and sold, and by these Presents do bargain and sell unto the said *J. S.* and *T. S.* all the Goods and Chattels before herein mentioned to be distrained as aforesaid; To hold unto *J. S.* and *T. S.* as their only proper Goods and Chattels for ever. In Witness, &c.

*Note; It is the best to make so many Parties, for the more easy proving afterwards (if Occasion be) the Regularity of the Proceedings.*

## A Bargain and Sale of an Annuity, &c.

**T**HIS Indenture, made, &c. between *R. W.* of — of the one Part, and *T. C.* of — of the other Part. Whereas *T. W.* late of — deceased, Father of the said  
F
R. W.

## Bargains and Sales.

*R. W.* in and by his last Will and Testament, bearing Date on or about the ——— among other Legacies and Bequests therein and thereby given, limited, published, expressed and contained, did give and bequeath unto the said *R. W.* one Annuity or yearly Rent of ——— issuing, arising, accruing or coming out of all those Lands, Tenements, &c. as in and by the said Will, Relation being thereunto had, may more fully appear: ~~And whereas~~ the said Annuity, or yearly Rent, by and at the Decease of the said *T. W.* did descend and come to the said *R. W.* Party to these Presents, and his Assigns, for and during all the Rest and Residue of the said Term of ——— Years then to come and unexpired: ~~Now this Indenture witnesseth,~~ That the said *R. W.* for and in Consideration of the Sum of ——— to him in Hand paid by the said *T. C.* the Receipt, &c. hath given, granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely give, &c. unto the said *T. C.* his Heirs and Assigns, all that the aforesaid Annuity, or yearly Rent of — and every Part and Parcel thereof, and all his Estate, Right, Title, Interest, Use, Property, Claim or Demand whatsoever of him the said *R. W.* of, in, or to the same Annuity or yearly Rent, and every Part or Parcel thereof; together with all Deeds, Wills, Evidences, Escripts and Writings whatsoever, touching or concerning the same, or any Part and Parcel thereof; ~~To have,~~ hold, levy, receive, take and enjoy the said Annuity, or yearly Rent, and every Part and Parcel thereof, unto the said *T. C.* his Executors, Administrators and Assigns, to his and their only proper Use and Behoof, for and during all the Residue and Remainder of the said Term of ——— Years to come and unexpired, in as large, ample and beneficial a Manner, to all Intents, Con-  
structions



## Bills.

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Instructions and Purposes, as the said *R. W.* may, might, would or could have had, held, levied, received, taken and enjoyed the same. **In Witness, &c.**

## Bills.

### *A Bill penal for the Payment of Money.*

**KNOW** all Men by these Presents, That I *W. B.* of — do owe unto *J. F.* of — the Sum of 10 *l.* of lawful Money of *Great Britain*, to be paid unto the said *J. F.* his Executors, Administrators or Assigns, on the — next ensuing the Date hereof; for which Payment, well and truly to be made, I bind my self, my Heirs, Executors and Administrators, in 20 *l.* of like lawful Money, firmly by these Presents. **In Witness** whereof I have hereunto set my Hand and Seal this — Day of — in the Year of our Lord —

### *A Bill without a Penalty.*

**KNOW** all Men by these Presents, That I *R. C.* of — do owe and am indebted unto *J. F.* of — in the Sum of 10 *l.* of lawful Money of *Great Britain*, to be paid unto the said *J. F.* his Executors, Administrators or Assigns, on the — Day of — next ensuing the Date hereof; for which Payment well and truly to be made, I bind my self, my Heirs, Executors and Administrators, firmly by these Presents. **In Witness, &c.**

## A Bill of Credit.

**T**HIS present Writing witnesseth, That  
 I R. C. of ——— Merchant, do undertake to and with J. F. of ——— Merchant, his Executors and Administrators, that if he deliver unto Sir C. R. Knt. or any of his Assigns, to his Use, any Sum or Sums of Money amounting to the Sum of ——— £. of lawful Money of this Realm, or under, and shall take in my Name a Bill under the Hand and Seal of the said C. R. confessing and shewing the Certainty thereof, that then I, my Executors or Administrators, having the same Bill delivered to me or them, shall immediately, upon the Receipt of the same, pay or cause to be paid unto the said J. F. his Executors, Administrators or Assigns, all such Sums of Money as shall be contained in the said Bill; for which Payment, in Manner and Form aforesaid, well and truly to be made, I bind my self, my Executors, Administrators and Assigns, by these Presents. In Witness, &c.

## Bonds.

### I. Obligations.

*From one or more Obligors, to one or more Obligees.* **K**ND all Men by these Presents, That  
 I (we) A. B. of ——— in the County of ——— Gent. (C. D. of ——— and so on, if more Obligors) am (are) held and firmly bound to E. F. of ——— (G. H. of ——— and so on, if more Obligees) in ——— Pounds. (double the Condition; except when by an Infant for Necessaries, and then only the Sum due) of lawful Money of Great Britain, to be paid to the said  
 E. F.

## Bonds.

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*E. F. (G. H. &c. if two Obligees, add or either of them; but if three or more say, or any of them) or his (their) certain Attorney, Executors, Administrators or Assigns, for which Payment well and truly to be made I (we) bind my self (our selves) and each of us by himself for the Whole and in Gross) my (our, and either of our, when two, or our and every of our, when three) Heirs, Executors and Administrators, firmly by these Presents. Sealed with my (our) Seal (Seals) dated the — Day of — in the — Year of the Reign of our Lord George the Second, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. and in the Year of our Lord 174 ,*

### *To a Church-warden and Overseer of the Poor.*

— Are held, &c. — to *W. D.* and *J. S.* Church-warden and Overseer of the Poor of the Parish of — in the County of — their or either of their Administrators, Successors or Assigns, &c.

### *Of a Bail-Bond to the Sheriff.*

— Are held, &c. — to *W. R. Esq;* Sheriff of the County of — in, &c. — to be paid to the said Sheriff, or his certain Attorney, Executors, Administrators or Assigns, for, &c.

### *To the Lord Chancellor on issuing a Commission of Bankruptcy.*

— Are held, &c. — to the Right Hon. *Philip Lord Hardwicke*, Baron of *Hardwicke*,

For Pay-  
ments.

Lord High Chancellor of Great Britain, in 200 l. of good, &c. — to be paid to the said Lord High Chancellor, or his certain Attorney, Executors, Administrators and Assigns, for, &c.

From one or  
more, to one  
or more.

## II. Conditions of Bonds.

### For Payment of Money at one Time.

**T**HE Condition of this Obligation is such, That if the above-bounded *A. B.* (and *C. D.* or either of them, but if three or more Obligors, say, and *E. F.* or any of them,) his (their or either (any) of their) Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the above-named *G. H.* (and *J. K.* or either of them) and if three Obligees, and *L. M.* or any of them) his (their or either (any) of their) Executors, Administrators or Assigns, the full Sum of ——— Pounds (*the Sum secured to be paid*) of lawful British Money (and you may add, tho' a Bond will carry Interest without mentioning it) with Interest for the same after the Rate of 5 l. per Cent. per Ann. (or, with lawful Interest for the same) on the ——— Day of ——— next ensuing the Date of the above-written Obligation, without Fraud or further Delay (*if a Time for Payment be not mentioned, the Money is due presently*); Then this Obligation to be void and of no Effect, or else to remain in full Force and Virtue.

Sealed and delivered  
in the Presence of

*A. B.*  
*C. D.*

To



*To pay Money at different Times.*

\_\_\_\_\_ The full Sum of \_\_\_\_\_ of lawful *British* Money, in Manner following, (*to wit*) the Sum of \_\_\_\_\_ *l.* Part thereof on the \_\_\_\_\_ Day of \_\_\_\_\_ next ensuing the Date of the above-written Obligation; \_\_\_\_\_ *l.* more thereof, on the \_\_\_\_\_ next following, and \_\_\_\_\_ *l.* more, the Residue, and in full Payment thereof, on the \_\_\_\_\_ which will be in the Year of our Lord, \_\_\_\_\_ without Fraud or Covin, then this Obligation to be void; but if Default shall be made in Payment of any of the said several and respective Sums of Money above mentioned, or any Part thereof, on any of the said several and respective Days and Times above-limited for Payment thereof; Then this Obligation to remain in full Force and Virtue.

*To pay Money quarterly.*

\_\_\_\_\_ (*As above, mentioning the first four Quarters, and leaving out the Words, Residue and in full Payment*) then after the Words Year of our Lord \_\_\_\_\_ (*say*) the Sum of \_\_\_\_\_ more thereof on \_\_\_\_\_ then next ensuing, and so on quarterly every Quarter of a Year, one next and immediately ensuing another, on every of the Quarter-Days aforesaid, the Sum of \_\_\_\_\_, until the Sum of \_\_\_\_\_ shall be in such ~~Sort~~ and after such Manner fully satisfied, contented and paid; Then, &c. \_\_\_\_\_ but if, &c. *as above.*

*For Payment of an Annuity.*

\_\_\_\_\_ That if the above-bounden *A. B.* his Heirs, Executors and Administrators do, and shall yearly, and every Year from and after \_\_\_\_\_ next ensuing the Date of the above-written \_\_\_\_\_

*Q. If the Time ought not to be limited.*

*For Payments.*

written Obligation, well and truly pay, or cause to be paid unto the above-named C. D. his Executors, Administrators and Assigns, one Annuity or yearly Sum of — of lawful *British* Money, at and upon the four most usual Feasts or times of Payment in the Year, that is to say, on the Feast-Day of *Œc.* — by even and equal Portions; the first Payment thereof to begin and be made on the Feast-Day of, *Œc.* next ensuing, *Œc.* — Then, *Œc.* — but if, *Œc.*

*To pay Money at the Day of Marriage, or Day of Death.*

— (*As in the first Condition to*) the Sum of — of lawful *British* Money, within *six Months* next after the Solemnization of the Marriage of the said A. B. or the Time of the Death of him the said A. B. which of them shall first happen after the Date of the above written Obligation, without Fraud or Covin; Then, *Œc.* — or else, *Œc.* —

*To pay Money according to a Mortgage.*

— (*As in the first to*) the Sum of — of lawful *British* Money, on, *Œc.* — next ensuing the Date of the above-written Obligation; and also the further Sum of — of like lawful Money on — which will be in the Year of our Lord — without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, according to the Purport of certain Indentures *tripartite*, bearing equal Date with the above-written Obligation, and made between J. B. of the first Part, T. P. of — of the second Part, and the said M. W. of the third Part; Then, *Œc.* — or else, *Œc.* —

For Per-  
formances.

To pay Money according to the Direction  
of a Will.

—— The Sum of —— of lawful *British*  
Money, on the —— next ensuing the Date of  
the above written Obligation, with lawful Interest  
for the same, to be by him paid, and applied  
according to the Direction and Intention of the  
last Will and Testament of *A. B.* late of ——  
deceased; Then, &c. or else, &c. ——

*Conditions to make and deliver Conveyances.*

**T**HE Condition of this Obligation is such, To convey  
That if the above-bound *A. B.* do and *an Estate*  
shall, upon and at the Request of the said *C. D.* at a Time  
his Heirs or Assigns, on or before the —— to come free  
next ensuing the Date above-written, convey and from In-  
assure, or cause to be well and sufficiently con-cumbrances  
veyed and assured, unto the said *C. D.* his Heirs  
and Assigns, or to such other Person and Per-  
sons, and his and their Heirs, as the said *C. D.*  
shall nominate and appoint, and to such Uses as  
he shall direct, one Messuage or Tenement, &c.  
situate, —— now in the Possession of —— by  
such Conveyances and Assurances in the Law, as  
by the said *C. D.* his Heirs and Assigns, or his  
or their Counsel learned in the Law, shall be  
reasonably devised, or advised and required, freed  
and discharged of and from all Incumbrances *mean Time*  
whatsoever, except, &c. —— And also if the *the Oblige*  
said *A. B.* his, &c. —— and either of them, do *to receive*  
and shall, until such Conveyance and Assurance *the Profits.*  
be made and executed as aforesaid, permit and  
suffer the said *C. D.* his Heirs and Assigns,  
peaceably and quietly to have, receive, and take  
to his and their own proper Use and Uses, the

*For Performances.* Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof, without any manner of Let, Suit, Trouble, Disturbance, Hindrance or Denial of the said *A. B.* his &c. — or any of them, or of any other Person or Persons whatsoever, by his or their, or any of their Means, Right, Title or Procurement; Then, &c. — - or else, &c. —

*To execute an Assignment.* ——— (*As in the last to the Words*, Date above-written) seal and execute a good and sufficient Assignment in the Law, of all such Estate and Interest, as he the said *E. M.* now hath in the *Lands and Tenements of* ——— in ——— unto the above-named *C. D.* his Heirs or Assigns, or to such other Person or Persons as the said *C. D.* shall nominate and appoint, and to such Uses as he shall direct; Then, &c. or else, &c.

*To seal and deliver the Counter-part of a Deed.* ——— Seal and subscribe the Counter-part of one Deed indented, bearing Date the ——— made between the above-named *C. D.* of the one Part, and the said *A. B.* of the other Part; and the same so sealed and subscribed, do, in the Presence of two or more credible Witnesses, deliver as his proper Act and Deed, to the only Use and Behoof of the said *C. D.* Then, &c. — or else, &c. —

### *Condition to perform Covenants.*

**T**HE Condition of this Obligation is such, That if the above-bound *A. B.* his Heirs, Executors and Administrators, and every of them, do and shall, in all Things, well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the Covenants, Grants, Articles, Clauses, Provisoes, Payments, Conditions and Agreements whatsoever, which on the Part and Behalf of the said *A. B.* his Heirs, Executors and



and Administrators, are or ought to be observed, For Per-  
 performed, fulfilled, accomplished, paid and kept, *formances.*  
 comprised or mentioned in certain Indentures  
*tripartite*, bearing even Date with the above-  
 written Obligation made, or mentioned to be  
 made between the said *A. B.* of the first Part,  
*C. D.* of — of the second Part, and the  
 above-named *E. F.* of the third Part, according  
 to the Purport, true Intent and Meaning of the  
 same Indentures; Then, &c. — or else, &c. —

*Condition to marry a Woman, or in De-  
 fault thereof to pay a Sum of Money.*

**T**HE Condition of this Obligation is such,  
 That if the above-bounden *A. B.* do, on  
 or before the — according to the Rites and Ceremo-  
 nies of the Church of *England*, espouse and marry  
*E. D.* Daughter of the said *C. D.* if the said *E.*  
*D.* will thereunto assent, and the Laws of this  
 Realm permit the same; or if it shall happen  
 that the said *A. B.* shall not marry and take to  
 Wife the said *E. D.* as aforesaid, if then he  
 the said *A. B.* do and shall well and truly pay,  
 or cause to be paid unto the said *E. D.* her  
 Executors, Administrators or Assigns, the Sum  
 of — of lawful Money of *Great Britain*,  
 on the — next ensuing the said — Day  
 of — above-mentioned, and limited for the  
 said Marriage; Then, &c. — or else, &c. —

*Condition to Trustees, in Consideration of  
 a Marriage and Marriage Portion, to  
 leave the Wife and her Issue a compe-  
 tent Fortune.*

**T**HE Condition of this Obligation is  
 such, That whereas a Marriage is in-  
 tended

*For Performances.*

tended to be shortly had and solemnized between the above-bound *A. B.* and *C. D.* Spinster, Daughter of *E. D.* of ——— with whom the said *A. B.* is to receive, as a Marriage Portion, the Sum of ——— *l.* to be applied in Manner hereafter mentioned : **If therefore** the said Marriage shall take Effect, and the said *A. B.* shall die in the Life-time of the said *C. D.* then, if the Heirs, Executors or Administrators of him the said *A. B.* do and shall, within six Months after his Death, pay, or cause to be paid into the Hands of the above named *A. W. E. E.* and *J. R.* the Sum of ——— to be by them applied upon the Trusts and for the Ends and Purposes following ; (*that is to say*) that the said Trustees, and the Survivors and Survivor of them shall pay ——— *l.* Parcel of the said ——— *l.* to the said *C.* for her sole Use and Benefit ; and in Case the said *A. B.* shall leave any Child or Children of his Body on the Body of the said *C.* begotten, which shall live to be married, or attain the Age of twenty-one Years, the said Trustees shall pay ——— *l.* Residue of the said ——— *l.* to such Child or Children equally among them, Share and Share alike, as and when they shall severally be married, or attain the Age of twenty-one Years respectively, and the Interest thereof in the mean Time to be applied for their Maintenance : And in Case the said *A. B.* shall leave no Issue of his Body on the Body of the said *C.* begotten, or leaving Issue, and such Issue shall all happen to die before their Marriage, or Age of twenty-one Years, then the said last mentioned ——— *l.* shall be likewise paid to the said *C.* her Executors and Administrators ; Then, &c. ——— or else, &c. ———

Con-

*Condition that a Church-warden shall  
account.*

**T**HE Condition of this Obligation is such,  
That whereas the above-named *A. B.*  
Rector, with the other Parishioners of the Parish  
of — have before the Date of the above-  
written Obligation, elected and chosen the above-  
bound *C. D.* to be Church-warden of the said  
Parish for the Year now next ensuing, to receive  
and pay all such Sum and Sums of Money, and  
do, and perform all other Things as shall any  
ways concern the said Church of — or be-  
longing to the Office of a Church-warden there:  
If therefore the said *C. D.* do and shall, at all  
Times during his Continuance in the said Office  
of Church-warden, keep a just, true and per-  
fect Account in Writing, of the Receipts and  
Payments of all Sums of Money, and other  
Things whatsoever, as shall come to his Hands,  
Charge or Custody, in Right of the said Church  
or of the Poor of the said Parish; and also  
if the said *C. D.* his, &c. — do at the  
End of the said Year now next ensuing, make  
and deliver to the said *A. B.* and others the Pa-  
rishioners of the said Parish of — or such Per-  
sons as they shall appoint, a true, just and per-  
fect Account of the Receipts and Payments of all  
such Sums of Money and other Things as shall  
come to his Hands as aforesaid; and upon such  
Account made and delivered up, do well and  
truly pay and deliver unto such Person or Persons  
as shall be appointed in that Behalf, all such  
Sum and Sums of Money, and other Things  
whatsoever, as then shall remain in his Hands on the  
Ballance of the said Account, and be in his Charge  
and Custody in the Right of the said Church at  
the Time of such Account made; Then, &c.  
— or else, &c. —

*A Con-*

*For Performance.*

*A Condition that a Rent-Gatherer shall render a just Account.*

**W**hereas the above named *R. H.* Esq; has retained and employed the above bound *R. R.* to be Receiver of the Rents, Issues and Profits of all and singular his the said *R. H.*'s Messuages, Lands and Tenements, situate, lying and being in ——— ~~Now~~ the Condition of this Obligation is such, That if the above bounden *R. R.* his Heirs, Executors or Administrators, shall and do from Time to Time, and at all Times hereafter, as often as he or she shall be thereunto requested by the said *R. H.* his Heirs, Executors, Administrators or Assigns, well and truly pay or cause to be paid unto the said *R. H.* his Heirs, Executors, Administrators or Assigns, all such Sum and Sums of Money, as he the said *R. R.* shall have had or received of the said Rents, Issues and Profits, and to render to the said *R. H.* and his Heirs, Executors, Administrators or Assigns, a true, just and perfect Account of all and every Sum and Sums of Money, that shall be by him had, received, paid, laid out or disbursed of, from, for, or on Account of the said Lands and Tenements, or the Rents, Issues and Profits thereof, or of, for or on Account of the said *R. H.* his Heirs, Executors, Administrators or Assigns, and also well, justly, truly and honestly, in every Respect behave himself in the said Office or Employment of Receiver of the aforesaid Rents, Issues and Profits; Then this Obligation to be void, or else to be and remain in full Force and Virtue.

*A Con-*



*A Condition for finding Apparel for an  
Apprentice.*

**W**hereas J. R. Son of the above bound  
E. R. by his Indenture, bearing Date  
— hath bound himself Apprentice to the above  
named H. S. to serve and dwell with him from  
the Day of the Date of the said Indenture unto  
the full End and Term of seven Years from thence  
next ensuing and fully to be compleat and ended,  
as by the said Indenture more fully appears: **And**  
**whereas** it is agreed by and between the said  
E. R. and H. S. that the said E. R. his Exe-  
cutors or Administrators or some of them, shall  
and will from Time to Time and at all Times  
during the said Term of seven Years, find and  
provide to and for the said J. R. good and suf-  
ficient and necessary Raiment and Apparel, as  
Coats, Waistcoats, Breeches, Shoes, Stockings,  
Shirts and Hats, and all Things needful and ne-  
cessary for an Apprentice: **Now the Condition**  
of this Obligation is such, That if the above  
bounden E. R. his Executors and Administrators  
shall and do from Time to Time, as often as need  
or occasion shall be or require, find and provide  
for the said J. R. during all the aforesaid Term  
of seven Years, such sufficient Raiment and Ap-  
parel as aforesaid, or in lieu or stead thereof shall  
pay or cause to be paid unto the said H. S. the  
Sum of ——— Yearly and every Year during  
the said Term of seven Years for and towards the  
said H. S.'s finding and providing the said Raiment  
and Apparel; Then this Obligation to be void  
and of no Effect, otherwise to remain in full Force  
and Virtue.

For Per-  
formances.

*A Condition to procure an Apprentice's Freedom.*

**T**HE Condition of this Obligation is such, That if the above bound *A. B.* his Executors, Administrators or Assigns, do and shall, within one Year next after the End of the Apprenticeship of *C. D.* upon Request of him or them made by the above named *E. D.* cause and procure the said *C. D.* to be lawfully, and according to the Custom of the City of *London*, admitted into the Freedom of the said City, in the Company of \_\_\_\_\_ so as the said *C. D.* shall not be hindered thereof by Reason of any Act or Thing to be hereafter done by him the said *A. B.* Then, &c. — or else, &c.

*A Condition to keep a Person during Life.*

**T**HE Condition of this Obligation is such, That ~~Whereas~~ the above bound *A. B.* for and in Consideration of a competent Sum of Money to him in Hand paid by the above named *C. D.* hath agreed and undertaken to keep and maintain the said *C. D.* during his Life: **If** therefore the said *A. B.* his Executors or Administrators shall from Time to Time and at all Times hereafter during the natural Life of the said *C. D.* well and sufficiently maintain and keep, or cause to be well and sufficiently maintained and kept, the said *C. D.* in the House of him the said *A. B.* with Meat, Drink, Clothes, and all other Things necessary and convenient; Then, &c. — or else, &c.

*The*

*The Condition of a Bond from the Petitioning Creditors of an intended Bankrupt to the Lord Chancellor in order to issue forth a Commission of Bankruptcy.*

*Vide Obligation, ante.*

**T**HE Condition of this Obligation is such, That if the above bounden *A. B.* and *C. D.* shall prove as well before the major Part of the Commissioners to be appointed in a Commission of Bankruptcy against *E. F.* of, &c. as upon a Trial at Law in case the Issuing forth of the said Commission shall be contested and tried, that the said *E. F.* is indebted unto the said Obligors in the Sum of 710*l.* and upwards, and is become a Bankrupt within some or one of the Statutes in Force concerning Bankrupts; And the said *A. B.* and *C. D.* shall cause the said Commission to be executed according to the Direction of an Act of Parliament made in the fifth Year of the Reign of his present Majesty King George the Second, intituled *An Act to prevent the Committing of Frauds by Bankrupts*; Then this Obligation to be void, or else to remain in full Force and Virtue.

*Conditions of Counter-Bonds.*

*To one bound for the Obligor in a Bond for Payment of Money*

**W**HEREAS the above named *A. B.* at the special Instance and Request of the above bounden *C. D.* together with him the said *C. D.* is in and by one Obligation, bearing equal Date with the above written Obligation, held and firmly bound unto *E. F.* of \_\_\_\_\_ Gent. in the penal Sum of \_\_\_\_\_ *l.* of lawful Money of Great Britain

*For In-  
demnity.*

*Britain*, conditioned for the Payment of the Sum of ——— with Interest for the same, after the Rate of *5 l. per Cent. per Ann.* on the ——— Day of ——— next ensuing the Date of the said recited Obligation, as in, and by the said recited Obligation and Condition thereof may more fully appear : ~~Now~~ the Condition of this Obligation is such, That if the said *C. D.* his Heirs, Executors or Administrators do and shall well and truly pay or cause to be paid unto the said *E. F.* his Executors, Administrators or Assigns, the said Sum of ——— with Interest for the same after the Rate of *5 l. per Cent. per Ann.* on the ——— Day of ——— next ensuing the Date of the said recited Obligation, according to the true Intent and Meaning thereof, and in full Discharge and Satisfaction of the said recited Obligation ; and if he the said *C. D.* his Heirs, Executors or Administrators, shall also from Time to Time and at all Times hereafter save harmless and indemnify him the said *E. F.* his Executors and Administrators, and his and their Goods and Chattels, of and from all Damages, Sums of Money, and Costs and Charges, which he, they, or any of them, shall, or may at any Time hereafter be put unto by reason of the said *A. B.*'s being bound with the said *C. D.* for the Payment of the Sum of Money and Interest aforesaid ; Then, &c. ——— or else, &c.

*To one bound for the Obligor in a Bond  
to indemnify the Parish from a Bastard.*

**W**hereas the said *A. B.* and *C. D.* at the special Instance and Request of the above bounden *E. F.* by their Bond or Obligation, bearing Date, &c. became bound to the Church-Wardens and Overseers of the Poor of the Parish of ——— in the County of ——— by their Names



Names and Additions therein mentioned, in the *For In-Penalty of 100 l. upon Condition that, &c. (re-demnity, cite the Condition)*: *Now the Condition* of this Obligation is such, That if the above bounden *E. F.* his Heirs, Executors and Administrators, or some of them do and shall from Time to Time and at all Times hereafter well and sufficiently save and keep harmless and indemnified the said *A. B.* and *C. D.* their Heirs, Executors and Administrators, and their and every of their Lands, Tenements, Goods and Chattels of and from the said Bond or Obligation, and all Sums of Money therein and in the Condition thereof mentioned, and thereupon due or to grow due or payable, and of and from all Actions, Suits, Cests, Charges, Payments, Damages and Demands, which either or any of them shall or may pay, sustain or be put unto for or by reason thereof or in any wise howsoever, and shall and will well and truly pay the same unto the said *A. B.* and *C. D.* their or one of their Heirs, Executors or Administrators; Then this Obligation to be void, &c.

*To one bound for the Obligor in a Bail-Bond.*

— Bound unto *J. K. Esq.* Sheriff of the County of — in the Penal Sum of — conditioned for the Appearance of the said *A. B.* before — at *Westminster* on — next, to answer *C. D.* in a Plea of — as in and by the said recited Obligation and Condition thereof may more fully appear; *Now, &c.* — that if the above bound *A. B.* shall appear according to the Condition of the said Bond to the Sheriff, and as the Law in such Case requires; and if, &c. by reason of his the said *E. F.*'s being bound for the Appearance of the

For In-  
demnity.

the said *A. B.* as aforesaid : Then, &c. —  
or else, &c. —

*To one bound for the Obligor in a Bond  
for the Performance of Covenants.*

— Conditioned for the true performing, ob-  
serving, fulfilling, paying and keeping of all and  
every the Covenants, Grants, Articles, Clauses,  
Payments and Agreements, which are contained  
and specified in one Pair of Indentures of, &c.  
— as by the said Obligation and Condition  
thereof may more fully appear : Now, &c. —  
that if the said *C. D.* his Executors, Administra-  
tors or Assigns, and every of them, do and shall  
from Time to Time and at all Times hereaf-  
ter well and sufficiently save and keep harm-  
less and indemnified the said *A. B.* his Executors,  
Administrators and Assigns, and of every of them,  
for upon, or by Reason of the said recited Obli-  
gation, or any Sum or Sums of Money therein  
contained ; Then, &c. — or else,  
&c. —

*A Condition to save harmless, for paying  
Rent, where the Title is in Question.*

**T**HE Condition, &c. That Whereas  
there is a Suit depending between the a-  
bove bound *R. C.* and others, touching the Right  
and Interest in the now Dwelling-house of the a-  
bove named *J. F.* situate, &c. And whereas  
the said *J. F.* hath agreed to pay the Rent of  
the said House to the said *R. C.* which is to pay  
— l. Yearly, as the same shall grow due : If  
therefore the said *R. C.* his, &c. do and shall  
well and truly pay, or cause to be paid, unto the  
said *J. F.* his Executors, Administrators or As-  
signs

figs, all such Rent, Sum and Sums of Money, *For In-*  
Charges and Damages whatsoever, as shall by *demnity.*  
due Proceedings in Law be adjudged or decreed  
against him the said *J. F.* his, *&c.* and all o-  
ther Costs and Damages whatsoever, which he the  
said *J. F.* shall sustain or be at by reason of any  
Action, Suit or Forfeiture whatsoever, which shall  
or may happen or be to the said *J. F.* his Exe-  
cutors, Administrators or Assigns, by Reason of  
paying the said Rent, or any Part thereof, to the  
said *R. C.* his Executors, Administrators or As-  
signs; That then, *&c.*

*Condition to discharge a Parish of a Ba-  
stard Child, given to the Church-wardens  
and Overseers of the Poor.*

**W**hereas *M. F.* of, *&c.* in the County of  
*D.* Spinster, before one of his Majesty's  
Justices of the Peace for the said County of *D.*  
hath sworn that she is great with Child, and that  
the above named *R. R.* is the Father of such  
Child or Children she now goeth with: **Now**  
the Condition of this Obligation is such, that if  
the above bound *B. R.* and the said *E. F.* and  
*G. H.* or either or any of them, their, or either,  
or any of their Heirs, Executors or Administrators,  
do, and shall from Time to Time and at all  
Times hereafter, fully and clearly acquit, exo-  
nerate and discharge, or otherwise well and suf-  
ficiently save and keep harmless, and indemnify  
as well the above named *W. D.* and *J. S.* Church-  
wardens, and Overseers of the Poor, of the Pa-  
rish of *L.* aforesaid, and their Successors for the  
Time being, and every of them, as also all the  
Inhabitants and Parishioners of the said Parish of  
*L.* which now are, or hereafter shall be for the  
Time being, and every of them, of and from  
all and all manner of Expences, Damages, Costs,  
and

*For In-  
demnity.*

and Charges whatsoever, which shall or may in any Manner at any Time hereafter arise, happen, come, grow, or be imposed upon them, or either, or any of them, for, or by Reason, or Means of the said *M. F.*'s being now great with Child, as aforesaid, or for, or by Reason, or Means of the Birth, Maintenance, Education and bringing up of such Child or Children, that the said *M. F.* now goeth with, and shall be delivered of, and of and from all Actions, Suits, Troubles, Charges, Damages, and Demands whatsoever, touching and concerning the same; Then, &c. ——— or else, &c. ———

*A Condition for the Truth of an Ap-  
prentice.*

**W**hereas *A. B.* Son of the above-bound *C. D.* by his Indenture of Apprenticeship, bearing even Date with the above-written Obligation, hath bound himself Apprentice to the above-named *E. F.* with him to dwell and abide from ——— unto the End and Term of seven Years from thence next ensuing, and fully to be compleat and ended, as by the said Indenture may more fully appear: **Now the Condition** of this Obligation is such, \* That if the said *A. B.* the Apprentice, do or shall, at any Time or Times hereafter, during the said Term of seven Years, imbezil, consume, spend or make away, or otherwise deliver or lend upon Trust, without ready Money, to any Person or Persons whatsoever, without the Consent of the said *E. F.* his Master, any of the Goods, Wares, Monies or Merchandizes of the said *E. F.* his Executors or Assigns; and that if the above-bounden *C. D.* his Executors or Administrators, or any of them do and shall, within *one Month* next after Request made, and Notice thereof  
given



given from Time to Time, during the said Term, *Arbitra*  
well and truly pay, or cause to be paid, to the *tion.*  
said *E. F.* his Executors, Administrators or Assigns,  
the full Sum and Value of all such Goods, Wares,  
Money, or Merchandizes, as by just and true  
Proofs shall appear to the said *A. B.* to have  
spent, imbeziled, wasted, consumed or lent with-  
out Consent, as aforesaid, to the Prejudice of  
the said *E. F.* his Executors, Administrators or  
Assigns ; Then, &c. — or else, &c. —

*And if you would have it for the Service of  
the Apprentice of the whole Time, as well as for his  
Truth, say at the above Star.*

\* That if the said *A. B.* shall well and truly  
serve and dwell with the said *E. F.* after the  
manner of an Apprentice, during all the said  
Term of seven Years, according to the true Intent  
and Meaning of the said Indenture ; And if, &c.

## Condition of Bonds.

### Of Arbitration, common.

**T**HE Condition, &c. That if the above-  
bound *A. B.* his Heirs, Executors and Ad-  
ministrators, and every of them, do and shall  
for his and their Parts and Behalfe, in and by all  
Things well and truly stand to, obey, abide,  
observe, perform, fulfil and keep the Award,  
Order, Arbitrament, final End and Determina-  
tion of ——— (and you may say, or any two of  
them) Arbitrators indifferently chosen and elected,  
and named, as well by and on the Part and Be-  
half of the said *A.* as by and on the Part and  
Behalf of the above-named *C.* to arbitrate, a-  
ward, order, judge, determine and agree for,  
upon, touching and concerning all, and all man-  
ner

*Arbitra-  
tion.*

ner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds, Specialties, Covenants, Contracts, Promises, Accounts, Reckonings, Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever both in Law and Equity, at any Time heretofore had, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending by or between the said Parties, so as the Award of the said Arbitrators, (*or any two of them*) be made and set down in Writing indented under their (*or any two of their*) Hands and Seals, ready to be delivered to the said Parties in Difference, on or before, &c. — Then, &c. —

*To be added (before the Words Then, &c.) if to be an Umpire.*

*Umpire  
chose by  
Parties, or  
by the Ar-  
bitrators.*

And if the said Arbitrators shall not make such their Award, of and concerning the Premises, or misses within the Time limited, as aforesaid, then if the said A. his Heirs, Executors and Administrators, and every of them, for his and their Parts and Behalf do and shall well and truly stand to, observe, perform, fulfil, and keep the Award, Determination and Umpirage (*if the Umpire be named*) of G. being a Person indifferently named and chosen between the said Parties for Umpire, (*if not named*) of such a Person as the said Arbitrators shall indifferently choose (*for Umpire*) in and concerning the Premises, so as the said Umpire do make and set down his Award and Umpirage in Writing indented under his Hand and Seal, ready to be delivered to the said Parties in Difference, on or before the — Then, &c. —

*To*

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*To be added (after the Words Then, &c.) when  
to be made a Rule of Court.*

And it is hereby agreed by and between the said Parties, that these Presents, and the Submission hereby made of the said Matters, in Controversy, shall be made a Rule of his Majesty's Court of ——— to the End the said Parties in Difference shall be finally concluded by the said Arbitration, by these Presents intended, pursuant to the Statute in that Case provided.

*But if the Condition be special, say,*

Whereas Differences have arisen, and are depending between the above-bound A. B. and the above-named C. D. concerning ——— (*here particularly mention what the Difference is about*) which (*Accounts and all*) Differences (*and Demands concerning the same*) the said Parties have agreed to refer to the Award, Judgment and Determination of ——— Arbitrators indifferently chosen by and between the said Parties to award, arbitrate, judge and determine concerning the same; (*and if to be an Umpire say*) And if they do not make the Award within the Time hereunder limited, then to the Umpirage of such a Person as the said Arbitrators shall indifferently choose for Umpire, as here-under is mentioned (*or the Umpire may be named as before*): Now therefore the Condition of this Obligation is such, That if the said A. B. his Executors and Administrators, for his and their Parts and Behalves, shall and do in and by all Things well and truly stand to, observe, perform, fulfil and keep the Award, Arbitration, Judgment, final End and Determination which the said ——— Arbitrators, as aforesaid, shall make and give up in Writing, &c. — (*as before to the Time fixed on, and then say*) in and

G

con-

For Ap-  
pearance.

concerning the before-mentioned (*Accounts*) and Matters in Difference, and all or any Actions, Suits, and Causes of Suits, Debts, Dues, Damages, Claims and Demands whatsoever concerning the same: And if the said Arbitrators shall not, &c. — (*as before*) Then, &c. —

*Condition of a Bail-Bond in B. R.*

*Vide ante* for the Obligation.

**T**HE Condition of this Obligation is such, That if the above-bounden *A. B.* do appear before our Sovereign Lord the King at *Westminster*, on — next after — (*as in the Writ or Warrant*) to answer to *E. F.* of a Plea of Trespass; and also to a Bill of the said *E.* against the said *A.* to be exhibited according to the Custom of the Court of the said Lord the King before the King himself, for — *l. Debt (or as the Case is)* then this Obligation to be void, and of no Effect, otherwise to remain in full Force and Virtue.

*The like in C. B.*

— Do appear before the Justices of our Sovereign Lord the King at *Westminster* on the *Octave* of *Saint Hillary* to answer *E. F.* of a Plea of Trespass; and also to answer the said *E.* according to the Custom of the Court of the said Lord the King of *Common Bench*, of a Plea of Debt upon Demand for — *l. (as in the Writ)*; Then, &c. —

See Title *Assignments* for the Assignment of a Bail-Bond.

*Condition that the Obligor shall suffer his Wife to make a Will.*

**W**HEREAS a Marriage is intended to be shortly had and solemnized between the above-bound *L. R.* and one *M. W.* Now the Condition



dition of this Obligation is such, That if after *For Per-*  
the said intended Marriage had and solemnized *mittances.*  
between the said *L. R.* and *M. W.* the said  
*L. R.* shall and do quietly permit and suffer the  
said *M. W.* in due Form of Law, to sign, seal,  
publish and declare her Last Will and Testa-  
ment in Writing, and in and by the same to  
give, will and bequeath, or otherwise dispose of  
at her free Will and Pleasure unto and amongst  
her Kindred, and Friends and Acquaintance, or  
any of them, as to her shall seem meet and con-  
venient; the Sum of — of lawful Money;  
and further, in Case of the said *L. R.*'s surviving  
the said *M. W.* if the said *L. R.* his Heirs,  
Executors or Administrators, or any of them,  
upon reasonable Request to him or them in that  
Behalf to be made, by any such Person or Per-  
sons, to whom the said *M. W.* shall give, will  
and bequeath any such Sum or Sums of Money  
not exceeding in the whole the said Sum of  
— or the Value thereof, shall well and  
truly pay, or cause to be paid all and every  
such Sum and Sums of Money so to be given,  
willed or bequeathed as aforesaid, by the said  
*M. W.* in such Manner as shall be by her ap-  
pointed; Then this Obligation to be void, or else  
to be and remain in full Force and Virtue.

*Note; The Obligation must be from the intended  
Husband to a Friend of the intended Wife.*

**Defeasances.**

*On giving a Bond and Warrant to confess  
Judgment.*

**T**HIS Indenture made the — between *A. B.* of — of the one Part, *Recital of*  
and *C. D.* of — of the other Part: *a Bond.*  
Whereas

*Of War-  
rant of At-  
torney.*

the said C. D. by Obligation under his Hand and Seal, bearing Date with these Presents, became and stands bound unto the said A. B. in the penal Sum of ——— conditioned for the Payment of ——— with lawful Interest for the same, in manner, and on the several Days as therein is particularly mentioned: **And whereas** the said C. hath by a Warrant of Attorney under his Hand and Seal, bearing also Date with these Presents, authorized E. F. and G. H. Gent. Attornies of his Majesty's Court of ——— at *Westminster*, or either of them, or any other Attorney of the said Court to appear for him as of ——— Term last, next ——— Term, or any other subsequent Term, and receive a Declaration in an Action of Debt on the above Bond, and thereupon to confess the same Action, or else to suffer Judgment thereon to pass against him, to be entred on Record for the said Debt, with Costs of Suit, as by the said recited Obligation and Warrant of Attorney, Relation being thereunto had, may more fully appear: **Now this Indenture witnesseth**, That it is hereby declared and agreed by and between the said C. and A. that the said recited Warrant of Attorney is given for the better securing the Payments of the said ——— with Interest, at the Time in the said Bond mentioned: **And therefore** the said A. doth hereby covenant, promise and agree to and with the said C. his Executors and Administrators, that unless Default shall be made in the Payment of the said Sum of ——— or any Part thereof, contrary to the Limitation of the Condition of the said Obligation, he the said A. his Executors or Administrators, will not sue out any Writ of Execution upon the said Warrant of Attorney; and that upon Payment of the said Sum of ——— and Interest, according to the Condition aforesaid, he the said A. his Executors and Administrators, shall and will at the Request

## Distress for Rent.

125

Request and Charges of the said C. cause Satisfaction to be acknowledged upon Record, of and for the said Judgment. In Witness, &c.

## Distress for Rent.

*Vid.* Letter of Attorney to distrain. Title Letters of Attorney.

### *Form of an Inventory of Goods distrained.*

**A**N Inventory of all and singular the Goods and Chattels of C. D. that were seised and distrained by A. B. (or by me A. B. by Virtue of an Authority from Mr. O. F.) on the — Day of — for a Quarter's Rent, being — l. due to the said A. B. (or Mr. O. F.) on — last, for a House, &c.

In the Kitchen, &c.

In the Parlour, &c.

### *Notice of Distress.*

Mr. C. D.

**T**AK E Notice, That I have this Day seised and distrained the Goods and Chattels in the above Inventory particularly mentioned (by Virtue of an Authority for that Purpose, from Mr. O. F. your Landlord) for a Quarter's Rent due and in Arrear to me (or to the said O. F.) on — last for a House, &c. in — and have secured the said Goods and Chattels in — and that unless you pay the said Rent and Charges of Distress, or replevy the said Goods and Chattels within five Days from the Date hereof, they will be sold according to Law. Dated this — Day of —

Yours A. B.

A true

## Exchanges.

A true Copy of the above Inventory and Notice was this — Day of — delivered to the above mentioned C. D. in the Presence of us,

E. F.

G. H.

The Appraisers Oath to be administered by the Constable.

**Y**OU shall well and truly Value and Appraise the Goods and Chattels of C. D. taken in Distress, and in the Inventory now shewn you particularly mentioned, according to the best of your Skill and Understanding,

So help you God.

Valued in all at — /.  
by us whose Names are  
hereunder written,

A. F. } Appraisers.  
G. H. }

## Exchanges.

A General Exchange of one Parcel of Land for another.

**T**HIS Indenture made, &c. Between R. C. of, &c. of the one Part, and W. B. of, &c. of the other Part, Witnesseth, That the said R. C. hath given and granted and by these Presents doth give and grant unto the said W. B. all that Piece or Parcel of Arable Land lying, &c. bounded, &c. containing one Acre, &c. To have and to hold the said Acre of Land above mentioned, with the Appurtenances,  
unto



unto the said *W. B.* his Executors, Administrators and Assigns, for and during the Term of 99 Years next and immediately ensuing and fully to be complete and ended; if he the said *R. C.* and *A.* his Wife and *R.* their Son, or any or either of them shall happen so long to live, *In Exchange* for one Acre of Land, lying, &c. being Part of three Acres of Land, late in the Tenure of, &c. extending it self, &c. for which Consideration the said *W. B.* hath given and granted, and by these Presents doth give and grant unto the said *R. C.* the said one Acre of Land last above mentioned, with the Appurtenances; *To have and to hold* the said one Acre of Land above mentioned with the Appurtenances unto the said *R. C.* his Executors, Administrators and Assigns, for and during the Term of 99 Years, next and immediately ensuing and fully to be compleat and ended, if he the said *R. C.* and *A.* his Wife and *R.* their Son, or any or either of them, shall happen so long to live, *In Exchange of and for the said one Acre of Land first above mentioned.* *And the said R. C. for himself his Executors and Administrators, doth Covenant and Grant to and with the said W. B. his Executors and Administrators, that he the said W. B. his Executors and Administrators shall and may from Time to Time, and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of Arable Land first above mentioned, without the Lett, Trouble, Hindrance, Molestation, Interruption or Denial of him the said R. C. his Executors, Administrators or Assigns, or any of them, or of any other Person or Persons whatsoever claiming in, by, from or under him them or any of them; And the said W. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. C. his Executors and Administrators, that he the said R. C. his*

*Covenant for quiet Enjoyment.*

*The like.*

## Fines.

Executors, Administrators and Assigns, shall and may from Time, to Time and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of Land last above mentioned; without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *W. B.* his Executors, Administrators or Assigns, or any of them, or of any other Person or Persons whatsoever claiming in, by, from, or under him, them or any of them. In Witness, &c.

## Fines.

*Præcipe for a Dedimus Potestatem.*

Somerset, ss. **C**ommand a *A. B.* Gent. and *E.* his Wife, that justly, &c. they perform to *C. D.* (or other Parties, as the Case is; see the following *Præcipe*) the Covenant, &c. of one Messuage, &c. (here put the Parcels in their proper Order) with the Appurtenances in S. and unless, &c.

|                                   |   |                       |       |
|-----------------------------------|---|-----------------------|-------|
|                                   |   | Sir <i>J. S.</i> Knt. |       |
| Dedimus Potestatem<br>directed to | } | <i>A. C.</i> }        | Esqs; |
|                                   |   | <i>C. E.</i> }        |       |
|                                   |   | <i>E. F.</i> }        | Gent. |
|                                   |   | <i>G. H.</i> }        |       |

*Return of the Dedimus Potestatem.*

**T**HE Execution of this Writ appears in a certain Schedule hereunto annexed. The Commissioners to subscribe it; but the *Præcipe* and Concord written on Parchment must first be annexed.

*A Præcipe for a Fine sur Cognizance de Droit come ceo, &c. in most Cases.*

Somersetshire, R. **C**ommand A. B. (if but one One Cognizor, and C. D. if two, nizer or and so on if more, or if by Husband and Wife, more. say Sir A. B. Bart. and C. his Wife; and if also by Son and Heir apparent, say and E. S. Esq; Son and By Husband and Heir apparent to the said A. B. and C. his Wife, band and and F. F. &c. if more) that justly, &c. he, Wife and they) perform to E. F. (if but one Cognizee to Heirs, and G. H. if two, and so on if more) the Cove- To one Cognizant made between them of (here put the Par-nizee or cels, Exceptions and Places in their proper Order) more. And unless, &c.

*And if in several Counties say,*

Dorsetshire, R. **C**ommand A. B. that, &c. (as Lands, &c. above, mentioning only the in several Parcels in that County): And unless, &c. Counties.

Wiltshire, R. **C**ommand the same Person that, &c. (mentioning in like Manner the Parcels in that County.) And unless, &c.

Note; In such Cases there must be several Writs of Covenant returnable at one Day, but there must be but one Concord.

### *Rules for placing the Parcels.*

First, The more worthy Things must be put Placing first, as a Castle before a Manor; a Manor Parcels. before a Messuage, a Messuage before Land, and Land before Meadow, &c.

*Secondly*, Things general before Things special, as before Meadow, Pasture, Wood, Heath, Marsh, &c. must be placed Land, being the Genus thereto; so Wood must precede Elder Wood, Willow Wood, &c.

*Thirdly*, Intire Things must be set before their Parts, as of the Manor of C. before the Moiety of the Manor of B. with the Appurtenances.

### *How Things are to be excepted in the Præcipe.*

*Exceptions in Præcipe.* Parts of Things excepted must succeed those Things out of which they be excepted, and if there be divers Parcels in one Writ, that Parcel out of which the Exception is to be made ought to be last placed, as thus, — of the Manor of D. with the Appurtenances in C. except one Messuage, two Acres of Land, and the Advowson of the Church of C. Things excepted to be certainly named, but no Necessity for the Words with the Appurtenances after the Things excepted.

### *Words for dividing the Things.*

*Divisions.* (First) Of a Manor — (Secondly) And a Rectory — (Thirdly) Moreover of a Messuage — (Fourthly) And also — (Fifthly) Furthermore — (Sixthly) And further — (Seventhly) And also — (Eighthly) And moreover —. And if there are more begin again.

By



*By what Names, and how the Parcels are to be expressed in the Precipe.*

|                                                       |                          |
|-------------------------------------------------------|--------------------------|
| <i>The Honour of A. with the Appurtenances.</i>       | <i>Names of Parcels.</i> |
| <i>The Castle of B. with the Appurtenances.</i>       |                          |
| <i>The Burrough of C. with the Appurtenances.</i>     |                          |
| <i>The Forest of D. with the Appurtenances.</i>       |                          |
| <i>The Chace of E. with the Appurtenances.</i>        |                          |
| <i>The Park of F. with the Appurtenances.</i>         |                          |
| <i>The Hundred of G. with the Appurtenances.</i>      | (a) De-                  |
| <i>The (a) Manor of H. with the Appurtenances.</i>    | mesnes,                  |
| <i>The Scite of the Manor of I. with the Appur-</i>   | Rents,                   |
| <i>tenances.</i>                                      | Seignio-                 |
| <i>The Scite of the late Monastery of K. with the</i> | ries,                    |
| <i>Appurtenances.</i>                                 | Courts,                  |
| <i>Two (b) Messuages.</i>                             | Pleas, &c.               |
| <i>One (c) Cottage.</i>                               | pass by                  |
| <i>One Shop.</i>                                      | them                     |
| <i>One Cellar.</i>                                    | Words.                   |
| <i>Three Tofts.</i>                                   | A Manor                  |
| <i>One Mill.</i>                                      | may be                   |
| <i>Two Dove-houses.</i>                               | Parcel of                |
| <i>Two Gardens.</i>                                   | another                  |
| <i>Two Orchards.</i>                                  | Manor                    |
| <i>20 Acres of (Arable) Land, (sometimes such a</i>   | and pass                 |
| <i>Part of so many Acres of Land.)</i>                | by the                   |
| <i>100 Acres of Meadow.</i>                           | Name of                  |
|                                                       | 10 Acres that Ma-        |
|                                                       | nor, also                |

*a Castle, Honour, or Hundred, may be Parcel of a Manor, and pass by the Name of the Manor whereof it is Parcel, or it may pass by its own Name.*

*(b) A Chapel will pass by the Name of Messuage, and by the Name of Messuage with the Appurtenances, a House with a Shop, Curtilage, Garden, Orchard, also a Dove-house and Mill is Parcel thereof.*

*(c) By that Name a Toft, a Chamber a Cellar, &c. may pass.*

10 Acres of Pasture.  
 (d) High-wood and 10 Acres of (d) Wood (Land.)  
 Under- Reasonable (e) Estovers in Wood (that is to say)  
 in 10 Acres of Wood.  
 wood pass 100 Acres of Furze and Heath.  
 by the ge- 100 Acres of (f) Moor.  
 neral Name of Wood.

(e) House-boot, Hay-boot and Plow-boot, pass by the Name of Estovers.

(f) Turbary may pass by the Name of Moorish Gound.

100 Acres of Ground wherein Rushes grow,  
 or Rushy Ground.

100 Acres of Marsh Land.

10 Acres of Elder Wood.

20 Acres of Land covered with Water.

An Annual Rent of 10 l. (issuing out of two Mes-  
 suages.)

A Rent of two Capons, two Hens, and one  
 Pound of Pepper.

Common of Pasture, (for all manner of Cattle,  
 or for any Number of Sheep, &c.)

A Free Fishery (in the Waters of E.)

A Free Warren.

The Liberty of Foldage (and of a Sheep-Walk.)

A Salt Pit.

A Bullary of Salt Water.

A Passage over the River T.

A Wharf, a Quay.

A Fair and Market, with the Appurtenances.

View of Frank Pledge, with the Appurtenances.

A Knight's Fee.

Wards.

Marriages.

Escheats.

Goods and Chattels of Waifs, Estrays.

Goods and Chattels of Felons, Fugitives, Out-  
 laws, Persons attainted.

Felons of themselves.

Deodands.

Treasure

Treasure Trove.

Wrecks of the Sea.

*The (g) Rectory of the Church of B. with the Appurtenances, and all and all manner of Tithes whatsoever belonging and appertaining to the said Rectory.* (g) See the Note to the next Article.

*The (h) Advowson of the Church of B.*

*The Advowson of the Vicarage of the Church of C.* (h) If for a Presentation to a Church, on-

*The Moiety of a Messuage.*

*ly the Words, with the Appurtenances, must not be added, nor of Vicarages endowed; but when a Vicarage is not endowed, it must go under these Words, of the Advowson of the Church of B. And Parsonages, Rectories, Advowsons, Vicarages and Tithes impropriate, pass not by the Words, The Advowson of the Church of B. but by the Words, The Rectory of the Church of B.*

Note; Put rather a greater Number of Acres than are intended to pass, this will not hurt; for no more will pass than intended and agreed upon between the Parties.

*How the Places where the Parcels lie are to be named.*

**T**HE County, Town, Parish or Hamlet Places where the Things lie, ought to be certainly named. If divers Towns of the same Name in the same County, it is best to make an Addition for Distinction.

If a Manor lies in divers Towns, it is best to name them all, or none, as of the Manor of S. in A. B. and C. or of the Manor of S. with the Appurtenances.

*A Concord, in most Cases to be written about Half an Inch below the Præcipe, with a narrow Margin.*

Acknowledgment.  
One Cognizor, or more.  
Of intire Things, Parcels.

**A**ND the Agreement is such (that is to say) That the said A. (the Cognizor and C. &c. if more) hath (have) acknowledged the said Tenements (and if for Common of Pasture in the Præcipe say, and Common of Pasture) with the Appurtenances (by these Words, the Tenements, any Number or Quantity of distinct Things or Parcels will be well enough expressed; but if the Præcipe be of intire Things, as of a Manor, with the Appurtenances, then say — hath (or have) acknowledged the said Manor, with the Appurtenances; neither will Messuages named by themselves in a Præcipe pass by the Word Tenement in the Concord, but must say, — acknowledged the said Messuages, with the Appurtenances. And if the Præcipe be for a third Part of a Messuage, say in the Concord, — acknowledged the said third Part, with the Appurtenances; also an Honour, Castle, Island, Barony, Hundred, Burrough, Knight's Fee; the Scite of a Manor, a Park, a Prebendary, a Rent, Common, Obligations, Toll, Stallage, Pontage, View of Frank Pledge, a Liberty, Franchise, Office, Bailiwick, Fair, Market, Passage, a Warren, Fishery, Rectory, Tithes, a Moiety or Part of an intire Thing, Wreck of the Sea, the Advowson of a Church, a Portion of Tithes, &c. must be particularly named in the Concord as well as in the Præcipe: And if there is any Thing excepted in the Præcipe, then after the Words, acknowledged the said Tenements, with the Appurtenances (say except before excepted) to be the Right of the said E. (the Cognizee) as those which the said E. hath of the Gift of the said A. (and though there be divers

Exception.

One Cognizee, or more.



divers Cognizees, yet the Right shall be limited to one of them only, and the Estate limited to his Heirs only, whose Right it is acknowledged to be; as thus, where E. and G. are Cognizees, say — to be the Right of the said E. as those which they the said E. and G. have of the Gift of the said A.) and those he (the Cognizor, or they, if Release by several) hath (have) remised and quitted Claim from himself (themselves) and his (their) Heirs (but where the Husband and Wife are Cognizors, more. then say — have remised and quitted Claim Or Husband from them the said A. (Husband) and C. (Wife) band and and the Heirs of the said A. (the Husband, if Wife. the Fee is in him) or, of the said C. (the Wife, if of her Land) to the said E. (Cognizee) and his Heirs for ever, (and if more Cognizees — to the said E. and G. and the Heirs of the said E. (the Cognizee the Right is limited to, as afore-said) for ever.) And moreover the said A. (the Cognizor) hath granted for himself Warranty. and his Heirs (or if several Cognizors — And moreover they the said A. By one and C. have granted for themselves, and the Cognizor, Heirs of the said — (one of the Cognizors) or jointly by or if by Husband and Wife, — for them-selves and the Heirs of the said — (the Husband or Wife, as the Case is,) that they will band and Warrant to the said E. (Cognizee) and his Heirs Wife. or if several Cognizees — to the said E. To one Cognizor and G. and the Heirs of the said E. (one of the Cognizees, or them) the said Tenements (or, if of intire Things more. say as before) with the Appurtenances against (all Men for ever, but it is usual to make the Warranty special, thus) the said A. and his Heirs (or if several Cognizors — against the said A. and C. and the Heirs of the said A.) for ever. (And where there are several Cognizors, each may warrant apart, and it is proper Warranty where they have separate Rights, thus: And of same moreover the said A. hath granted for himself Parcels, and

## Fines.

and his Heirs, that he will warrant to the said E. and his Heirs, the said ——— with the Appurtenances, against the said A. and his Heirs for ever : And further, The said C. (*another Cognizee*) hath granted, &c. (*as before*) for ever, and so on if more Cognizors, by these Words, And furthermore ———, And also ———, And lastly ———. *Lands bought of different Persons by different Purchasers may pass in one Fine, and is very necessary when the Purchases are small, and then the Writ of Covenant must be brought by all the Vendees against all the Vendors ; so the Præcipe, and the Acknowledgment and Release in the Concord must be by all the Cognizors to all the Cognizees of all the Parcels ; but every Vendor must warrant against him and his Heirs only, and each Cognizor must warrant his separate Part of the Parcels, and they must be particularly mentioned in the Concord as well as in the Præcipe, thus ——— Warrant one Messuage, one Barn, one Garden, &c. ——— Part of the said Tenements in ——— aforesaid, &c. ——— as before, to the Words for ever. And for the second ——— Warrant one Messuage, and the Orchard aforesaid, and the said fifty Acres of Land, another Part of the said Tenements in ——— aforesaid, &c. (*as before*) and in like manner for more Warranties ; and for the last, ——— Warrant one Messuage, Residue of the said Tenements in ——— aforesaid, and so on to the Words for ever.) And for this, &c.*

A. B.

**Taken and acknowledged**  
the — Day of — in  
the — Year of the  
Reign of King George  
the Second, and in the  
Year of our Lord 1740.  
before us

Caption.

(To be signed by  
by the Cognizors.)H. J.  
K. L.

(If

## Gifts.

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*(If acknowledged by one Cognizor at one Time, and another at another Time, make separate Captions in this Form,*

*Taken and acknowledged by the abovesaid A. B. the — Day of, &c. (as above) and the like for every other Cognizor.*

## Gifts.

### *Of Lands.*

**T**HIS Indenture made the — Day of — between A. B. of — of the one Part, and T. B. of — Son of the said A. B. of the other Part, witnesseth, That the said A. B. for and in Consideration of the natural Love and Affection which he hath and beareth unto the said T. B. hath given, granted, aliened, infeoffed and confirmed, and by these Presents doth give, &c. — unto the said T. B. his Heirs and Assigns, all that Messuage or Tenement situate, &c. and all and singular Houses, Edifices, Buildings, Barns, Stables, Courts, Gardens, Orchards, Woods, Underwoods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement, Lands and Premises above-mentioned, or any Part thereof, belonging or in any Ways appertaining, or therewith commonly used, occupied or enjoyed, accepted, reputed, taken or known as Part, Parcel, or belonging of or to the same; and the Reversion or Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises; and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said A. B.

*Covenant  
for peace-  
able En-  
joyment.*

*A. B.* of, in, and to the said Messuage, Lands and Premises, and of, in and to every Part and Parcel thereof, with their and every of their Appurtenances; and all Deeds, Evidences and Writings concerning the said Premises only, or any Part thereof, now in the Hands or Custody of the said *A. B.* **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments, and all and singular the Premises hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their Appurtenances, unto the said *T. B.* his Heirs and Assigns, to the only proper Use and Behoof of him the said *T. B.* his Heirs and Assigns for ever. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *T. B.* his Heirs and Assigns, by these Presents, that the said *T. B.* his Heir and Assigns, shall and lawfully may from henceforth for ever peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Lands and Premises above-mentioned, to be hereby given and granted, with their and every of their Appurtenances, clear and discharged, or well and sufficiently saved and kept harmless of and from all former and other Gifts, Grants, Bargains, Sales, Jointures, Feoffments, Leases, Dowers, Estates, Entails, Rent Charges, Arrearages of Rents, Statutes, Judgments, Recognizances, Executions, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done and suffered, or to be had, made, committed, done and suffered by him the said *A. B.* his Heirs, Executors or Administrators, or any other Person or Persons lawfully claiming or to claim, by, from or under him, them, or any or either of them. **In witness,** &c.

*A Clause*



*A Clause of Revocation to be added to a Deed of Gift, if necessary.*

**P**rovided always nevertheless, That it *Proviso of*  
shall and may be lawful, and I the said *Revoca-*  
*A. B.* do hereby reserve to my self a Power to *tion.*  
and for me the said *A. B.* at any Time or Times  
during my natural Life, to make void this pre-  
sent Deed or Writing, by vacating or cancelling  
of the same, or by any other Deed or Writing,  
and at my Will and Pleasure to dispose of all  
or any Part of the aforesaid Premises, to any  
other Use or Uses as I shall think fit. *In*  
*Witness, &c.*

*Of a personal Estate.*

**I**D all to whom these Presents shall come,  
I *M. L.* of ——— for and Consideration  
of the natural Love and Affection which I have  
and bear unto my Son *S. J.* have given and  
granted, and by these Presents do give, grant  
and confirm unto my said Son *S. J.* all and sin-  
gular my Goods, Chattels, Utensils, Implements,  
Household-stuff, Wares, Plate, Jewels, ready Mo-  
ney, Leases and personal Estate whatsoever, in  
whose Hands, Custody or Possession soever they  
be within the Kingdom of *Great Britain*: **To**  
**have, hold, and enjoy** the same unto the said  
*S. J.* his Executors, Administrators and Assigns,  
to the only proper Use and Behoof of him the  
said *S. J.* his Executors, Administrators and  
Assigns for ever. **And** I the said *M. J.* all and  
singular the said Goods, Chattels and Premises  
aforesaid, unto the said *S. J.* his Executors, Ad-  
ministrators and Assigns, against all Persons what-  
soever, shall and will warrant, and for ever de-  
fend by these Presents. *In Witness, &c.*

*Livery*

## Grants.

*Livery and Seisin to be indorsed as follows.*

**B**E it remembred this — Day of — *Livery* and *Seisin* was duly made by the within named *M. J.* unto the said *S. J.* by the Delivery of one *Silver Tankard*, in the Name of all the Goods, Chattels and Premisses mentioned in the within-written Deed, to hold to him the said *S. J.* his, &c. — for ever, according to the Deed within written, in the Presence of —

## Grants.

*Of an Annuity by Deed Poll.*

**I**D all to whom these Presents shall come, *A. B.* of — in the County of — sends Greeting : ~~Know ye~~, That the said *A. B.* for divers good Causes and Considerations him hereunto moving, hath given, granted and confirmed, and by these Presents doth give, grant, and confirm unto *E. T.* and *G.* of — one Annuity or annual Rent of — *l.* of lawful Money of *Great Britain* to be well and truly paid unto the said *E. T.* and his Assigns, from and immediately after the Decease of the said *A. B.* out of all and singular the Messuages, Lands and Tenements, with their and every of their Appurtenances, situate, lying and being in — late in the Possession of — called or known by the Name of *H.* Tenement ; **To have and to hold**, receive, perceive, and take the said Annuity or yearly Rent of — *l.* to him the said *E. T.* and his Assigns, from and immediately after the Death of the said *A. B.* for and during

during the Term of — Years, if he the said E. T. shall so long live; the same to be had, taken, received and paid, by and to him the said E. T. and his Assigns, at the Feasts of — and — by even and equal Portions; the first Payment thereof to begin and commence from such of the said Feasts as shall first happen next after the said A. B. &c. *with a Clause of Distress, &c. as in the next Precedent.*

*Of an Annuity by Indenture, with Power of Revocation.*

**T**HIS Indenture made, &c. between R. M. of — of the one Part, and N. M. one of the younger Sons of the said R. M. &c. of the other Part, witnesseth, That the said R. M. as well by Force, Virtue and Power, and according to the Tenor and Liberty of one Proviso or Clause in that Behalf mentioned or specified in one Pair of Indentures bearing Date the — made between the said R. M. of the one Part, and T. R. of — of the other Part, as otherwise, hath given, granted and confirmed, and by these Presents doth, by the Liberty and Power aforesaid, give, grant and confirm unto the said N. M. and his Assigns, one annual or yearly Rent of — l. of good and lawful Money of Great Britain, to be issuing out of all and singular the Manors, Lands, Tenements and Hereditaments of the said R. M. situate, lying and being in D. or elsewhere, in the County of — To have and to hold the said annual or yearly Rent of — l. unto the said N. M. and his Assigns, from and immediately after the Decease of the said R. M. for and during the natural Life of the said N. M. the same to be paid at two several Feast-Days of — and — by even and equal Portions ;  
the

*Power of  
Distress,  
&c.*

the first Payment thereof to begin at such of the said Feasts as shall first happen next after the Decease of the said *R. M.* And if it shall happen that the said Annuity or annual Rent of — *l.* or any Part thereof, be behind and unpaid, in Part or in the Whole, at any of the said Feast-Days, in which it ought to be paid as aforesaid, being lawfully demanded, that then, and so often it shall and may be lawful to and for the said *N. M.* and his Assigns, into any of the Manors, Lands, Tenements and Hereditaments of the said *R. M.* or into any Part or Parcel thereof to enter and distrain for the said Annuity or Annual Rent of — *l.* or such Part thereof as shall so happen to be behind, in Arrear, or unpaid, and the Distress and Distresses there found to take, drive, lead or carry away, and to detain, hold and keep until the said *N. M.* of the said Annuity or annual Rent of — *l.* with the Arrearages thereof, if any such shall be, shall be fully paid and satisfied. *Provided ne-*

*Proviso of  
Revoca-  
tion.*

*bertheless,* and upon Condition that if the said *R. M.* shall at any Time during his natural Life pay or tender unto the said *N. M.* or to any other Person or Persons, the Sum of — or more of lawful, &c. with Intent, and on purpose to revoke, frustrate, or make void the said annual Rent, or the Grant thereof, that then and from thenceforth this present Deed, and all and every the Gift, Grant and Limitation of the Rent aforesaid, and the said annual or yearly Rent, so by these Presents given, granted or mentioned to be granted, shall cease and be void, frustrate, and of no further Force and Effect in the Law; any Thing in these Presents contained to the Contrary in any wise notwithstanding. In Witness, &c.

*Witness.*



## Leases.

## Of a Farm.

**T**HIS Indenture made, &c. Between  
*W. B.* of \_\_\_\_\_ of the one Part, and  
*W. W.* of \_\_\_\_\_ of the other Part, Witnesseth,  
 That the said *W. B.* for and in Consideration of  
 the yearly Rent and Covenants herein after re-  
 served, mentioned and contained, which on the  
 Part and Behalf of the said *W. W.* his Execu-  
 tors, Administrators and Assigns, are or ought to  
 be paid, kept, done, and performed, hath de-  
 mised, granted and to farm let, and by these  
 Presents, both demise, grant and to farm let  
 unto the said *W. W.* his Executors, Administrators  
 and Assigns, all that Messuage, Tenement and  
 Farm, commonly called or known by the Name  
 of \_\_\_\_\_ situate, lying and being in \_\_\_\_\_  
 formerly in the Possession, Tenure or Occu-  
 pation of \_\_\_\_\_ his Undertenants or Assigns,  
 and now or late in the Possession, &c. of \_\_\_\_\_  
 his Under-tenants and Assigns, together with all  
 Barns, Stables, Outhouses, Clofes, Grounds,  
 Lands, Meadows, Pastures, Feedings, Commons,  
 Profits, Ways, Paths, Passages, Waters, Water-  
 courses, Easements and Appurtenances whatsoever  
 to the said Messuage, Tenement and Farm be-  
 longing or in any wise appertaining, (excepting  
 and always reserving out of this present Demise  
 and Grant, unto the said *W. B.* his Heirs, Exe-  
 cutors, Administrators and Assigns, &c. all Tim-  
 ber-Trees, Woods and Underwoods now standing,  
 growing or being, or which at any Time during  
 the Term hereby granted, shall stand, grow, or be  
 in or upon the said demised Premises, or any Part  
 thereof, with Liberty to and for the said *W. B.* his,  
 &c. to sell, cut down, take and carry away the  
 same

same,) **To have and to hold** the said Mes-  
 suage, Tenement and Farm, and all and singu-  
 lar the said Premises hereby demised, with the  
 Appurtenances (except before excepted) unto the  
 said *W. W.* his Executors, Administrators and  
 Assigns, from the \_\_\_\_\_ Day of \_\_\_\_\_  
 for and during the Term of \_\_\_\_\_ thence next  
 ensuing, and fully to be complete and ended;  
**yielding and paying** therefore Yearly and  
 every Year, during the said Term hereby grant-  
 ed, unto the said *W. B.* his Heirs, Executors  
 Administrators and Assigns, the yearly Rent or  
 Sum of \_\_\_\_\_ of lawful, &c. in and upon the  
 \**Vide next* 29th Day of *September*, and the 25th Day of  
*Precedent. March*, by even and equal Portions; **And also**  
**yielding and paying**, and the said *W. W.* for  
 himself his Executors, Administrators and As-  
 signs, doth Covenant and Grant to and with  
 the said *W. B.* his Heirs, Executors, Admini-  
 strators and Assigns, to yield and pay in and up-  
 on the Days and Times of Payment of the said  
 yearly Rent above reserved, and over and above  
 the same Rent, according to the Rate of \_\_\_\_\_  
 the Acre, and so proportionably for every greater  
 and lesser Quantity of the Meadow or Pasture  
 Ground hereby demised, which he the said *W. W.*  
 his Heirs, Executors, Administrators or Assigns  
 shall, at any Time during the said Term hereby  
 granted, ear, plow, spit up, dig or convert to  
 Tillage, or cause or procure, permit or suffer to  
 be eared, &c. the first Payment thereof to be-  
 gin at the Day of Payment of the said yearly  
 Rent above reserved, which shall next happen  
 after any Part of the said Meadow or Pasture  
 Ground shall be so as aforesaid eared, &c. **And**  
 if it shall happen that the said yearly Rent above  
 reserved, or any Part thereof, be behind and un-  
 paid by the Space of twenty-eight Days next after  
 either of the said Days or Times whereon the  
 same should or of Right ought to be paid as  
 afore-

*Covenant  
 to pay — 1.  
 per Acre  
 for what  
 Meadow,  
 &c. the  
 Lessee shall  
 plow.*

*Covenant  
 to re-enter.*

aforesaid being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the said *W. B.* his Heirs, Executors, Administrators and Assigns, into the said demised Premises, or into any Part thereof, in the Name of the Whole, to re-enter, and the same Premises, and every Part thereof, to have again, repossess and enjoy as in his and their first and former Estate, Right, Title and Degree, and the said *W. W.* his Executors, Administrators and Assigns thereout and from thence to expell and put out ; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And the Covenant*  
 said *W. W.* for himself his Executors and Admi- *to pay*  
 nistrators, doth hereby covenant and grant to *Rent.*  
 and with the said *W. B.* his Heirs, Executors, Administrators and Assigns, in Manner and Form following (that is to say) That he the said *W. W.* his Executors, Administrators or Assigns or some of them, Yearly and every Year during the said Term of \_\_\_\_\_ Years hereby letten, shall and will, well and truly pay or cause to be paid unto the said *W. B.* his Heirs, Executors, Administrators or Assigns, the said yearly Rent above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents ; *Repairs by*  
**And also** that he the said *W. W.* his Executors, *Lessee.*  
 Administrators and Assigns, shall and will keep in good and sufficient Repair, during the said Term, all the Glass Windows belonging to the said Dwelling house, and all the Walls, Gates, Stiles, Bounds and Fences belonging to the said demised Premises, (being allowed Timber and Firth for the doing thereof by the said *W. B.* his Heirs, Executors, Administrators and Assigns) and scour and cleanse all the Ditches and Watercourses on the said Premises ; and shall and will leave the same well and sufficiently repaired, scoured and  
 II cleaned,



*Repairs by  
Lessor.*

*- Lessor to  
allow  
Taxes.*

*Covenant  
for peace-  
able Enjoy-  
ment.*

cleansed at the End of the said Term. And the said *W. W.* for himself his Heirs, Executors, Administrators and Assigns, doth Covenant and Grant to and with the said *W. W.* his Executors, Administrators and Assigns, that the said *W. B.* his Heirs and Assigns shall and will, at all Times during the said Term hereby granted, well and sufficiently repair, uphold and keep the said Messuage, and other the Houses hereby demised (except the Glass Windows thereof) in all needful and necessary Reparations when and as often as need shall be and require; And also shall and will, at all Times during the said Term hereby granted, bear, pay and discharge, or abate deduct and allow out of the said yearly Rent hereby reserved, all Taxes, Rates and Payments whatsoever, wherewith the said Premises shall or may be charged or chargeable (Window Money and such like Taxes as are and shall be at any Time during the said Term, particularly laid upon Tenants by Act of Parliament only excepted). (Vide the Covenants in the next Precedent.) And also that he the said *W. W.* his Executors, Administrators and Assigns, paying the said yearly Rent of ——— and performing all and every of the said Covenants and Agreements herein before contained, which on his or their Parts or Behalves are, or ought to be paid done and performed, shall and may from Time to Time and at all Times during the said Term hereby granted, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said Premises hereby demised, with the Appurtenances (except before excepted) without any Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *W. B.* his Heirs, Executors, Administrators and Assigns, and of any other Person and Persons whatsoever lawfully claiming or to claim by, from or under him, them,



them, or any of them, or by or through his, their  
or any of their Acts, Means, or Procurement.  
In Witness, &c.

*Of a House in London.*

**T**HIS Indenture, &c. Between, &c.  
All that Messuage or Tenement commonly  
called or known by the Name or Sign of —  
situate, lying and being in — formerly in  
the Tenure or Occupation of — his Under-  
tenants or Assigns, and now or late in the Tenure  
or Occupation of — his Undertenants or  
Assigns, together with all Shops, Cellars, Sol-  
lars, Chambers, Rooms, Lights, Easements,  
Ways, Passages, Waters, Watercourses, Profits,  
Commodities and Appurtenances whatsoever, to  
the said Messuage or Tenement belonging or any  
Ways appertaining; To have and to hold the  
said Messuage or Tenement and all and singular  
the Premises hereby demised with the Appurte-  
nances unto the said, &c. (*as in the last Precedent*)  
yielding and paying, &c. on the four most usual  
Feast-Days or Times of Payment in the Year,  
(that is to say) on the Feast of St. Michael the  
Archangel, the Birth of our Lord Christ, the  
Annunciation of the Blessed Mary, and the Na-  
tivity of St. John the Baptist, by even and equal  
Portions: And if, &c. (*a Covenant to re-enter on Covenant  
Non-payment, and a Covenant to pay the Rent as for Lessee  
in the last Precedent.*) And also that he the said to Repair.  
C. D. his Executors, Administrators or Assigns,  
or some of them shall and will at his, their or  
some of their proper Costs and Charges from  
Time to Time, and at all Times hereafter during  
the said Term, well and sufficiently repair, up-  
hold, support, sustain, maintain, pave, purge,  
scour, cleanse, empty, mend, and keep the said

*To yield up  
at the End  
of the  
Term.*

*To view  
the Pre-  
misses.*

*To pay  
Taxes.*

Messuage or Tenement, and all and singular other the Premises with the Appurtenances here in before demised, and every Part and Parcel thereof, in, by and with all and all Manner of needful and necessary Reparations supporting, paving, purging, scouring, cleansing, glasing, emptying and Amendments whatsoever, and that when, where and as often as need or occasion shall be and require (the Casualty of Fire, which may burn down or destroy the said Messuage or Tenement or Premises, or any Part thereof, only excepted,) And the said Messuage, Tenement and Premises, being so well and sufficiently repaired, upheld, &c. at the End of the said Term, or other sooner Determination of this present Demise, unto the said *A. B.* his Executors, &c. shall and will peaceably and quietly leave and yield up (except as is before excepted.) And further, that it shall and may be lawful to and for the said *A. B.* his Executors, &c. or any of them, with Workmen or others, or without, twice in every Year, during the Continuance of this Demise, at seasonable Times in the Day-time to enter, come into and upon the said demised Premises, or any Part thereof, and view, search and see the State and Condition of the Reparations of the same, and of all Defects, Defaults and want of Repairs then and there found, to give or leave Notice or Warning in Writing, at and upon the said demised Premises, to and for the said *C. D.* for the Repairing and Amending the same within the Space of — then next following, in which said Space or Time of — after every or any such Notice or Warning, he the said *C. D.* for himself, his Executors, &c. doth hereby Covenant and Grant to and with the said *A. B.* his Executors, &c. well and sufficiently to repair and amend the Defects and Want of Reparations so to be found as aforesaid (except as is before excepted) : And also

so, that he the said C. D. his Executors, &c. shall and will at all Times hereafter during the said Term hereby demised, bear, pay and discharge all Taxes, Charges, Impositions and Parish Duties, which shall be taxed, charged, imposed or assessed upon the said Messuage or Premises aforesaid, or any Part thereof: And the said A. B. for himself his Executors, &c. doth Covenant and Grant to and with the said C. D. his, &c. that, &c. *a Covenant for peaceable Enjoyment as in the last Precedent.* **In case** *of the End of the Term* **Lease**

*If there are Goods let with the House, then say* **All** that Messuage, &c. with all Ways, &c. together with the Use of the Goods mentioned in the Schedule hereto annexed, and in the Covenant for leaving the Premises in Repair, add and also shall and will then leave unto the said A. B. his Executors, &c. all such Goods as are mentioned in the Schedule hereto annexed, in as good Condition as they are now in, (reasonable Usage of them, and the Casualty of Fire in the mean Time excepted,) *and the Schedule is thus:*

**The Schedule of Goods to which the Indenture hereto annexed refers.**

**First of all, In the Parlour, one, &c.**

**Also, In the Dining-Room, &c.**

**Also, &c.**

**Lease**



## Lease and Release.

### *A Lease for a Year.*

**T**HIS Indenture made, &c. Between  
*A. B.* of, &c. of the one Part, and *C. D.*  
 of, &c. of the other Part, Witnesseth that the  
 said *A. B.* for and in Consideration of the Sum  
 of 5 s. of lawful Money of Great Britain, to  
 him in Hand paid by the said *C. D.* the Receipt  
 whereof is hereby acknowledged, hath granted,  
 bargained and sold, and by these Presents doth  
 grant, bargain and sell unto the said *C. D.* all  
 that Messuage or Tenement, &c. [*here insert the*  
*Lands as in the Release*] and the Reversion and  
 Reversions, Remainder and Remainders, Rents  
 and Services of the said Premises above-mentio-  
 ned, with their and every of their Appurtenan-  
 ces; **To have and to hold** the said Messuage or  
 Tenement, Lands, Hereditaments and Premises  
 above mentioned, and every Part and Parcel  
 thereof with their and every of their Appurte-  
 nances unto the said *C. D.* his Executors, Admi-  
 nistrators and Assigns, from the first Day of this  
 instant *January*, for and during and unto the  
 full End and Term of one whole Year from  
 thence next ensuing, and fully to be compleat  
 and ended; **Yielding and paying** therefore at  
 the Expiration of the said Year one Pepper-Corn,  
 if the same shall be lawfully demanded, **To the**  
 Intent that, by Virtue of these Presents and of the  
 Statute for transferring Uses into Possession, he  
 the said *C. D.* may be in the actual Possession of  
 all and singular the said Premises above-mentioned  
 with the Appurtenances, and thereby be enabled  
 to accept and take a Grant and Release of the  
 Reversion and Inheritance thereof to him and  
 his



## Lease and Release.

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his Heirs, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever; [*If it be a Release of Lands to Trustees to Uses, &c.*] (and be thereby enabled to accept a Grant and Release of the Reversion and Inheritance thereof to them and their Heirs, to, for and upon such Uses, Intents and Purposes as shall be thereof declared.) **In Witness, &c.**

### *A Release and Conveyance of an Estate.*

**THIS** Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, witnesseth, That the said A. B. for and in Consideration of the Sum of 5000 l. of lawful Money of Great Britain, to him in hand paid by the said C. D. at or before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, and thereof, and of every Part and Parcel thereof, doth hereby acquit, release and discharge him the said C. D. his Heirs, Executors, Administrators and Assigns for ever by these Presents, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said C. D. (in his actual Possession, now being by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring Uses into Possession) and to his Heirs and Assigns for ever, all that Messuage or Tenement, commonly called or known, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. and all Houses, Out-houses, Buildings, Orchards, Gardens, Lands, Meadows, Com-

# Lease and Release.

mons, Pastures, Feedings, Trees, Woods, Under-woods, Ways, Paths, Waters, Water-couries, Easements, Profts, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or which now are, or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part, Parcel or Member thereof, or any Part thereof situate, lying and being in, &c. aforelaid; and also the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premises above-mentioned, and of every Part and Parcel thereof, with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, both in Law and Equiry, of him the ſaid A. B. of, in and to the ſame, and of, in and to every Part and Parcel thereof, with the Appurtenances; and alſo all Deeds, Evidences and Writings touching or concerning the ſaid Premises, or any Part thereof, together with true Copies of all other Deeds, Evidences and Writings which do concern the ſaid Premises, or any Part thereof, jointly with any other Lands or Tenements, now in the Cuſtody or Poſſeſſion of him the ſaid A. B. or which he can or may get, or come by, without Suit in Law; the ſame Copies to be made and written at the Requeſt, Coſts and Charges of the ſaid C. D. his Heirs and Aſſigns. To have and to hold all and ſingular the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances unto, the ſaid C. D. his Heirs and

\* Add a Covenant to levy a Fine. And the ſaid A. B. for himſelf, his Heirs and

# Lease and Release.

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and Assigns, doth covenant and grant to and with the said C. D. his Heirs and Assigns, that he the said A. B. now is the true, lawful and rightful Owner of all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, and lawfully and rightfully seised in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, of and in all and singular the said Premises above-mentioned, with the Appurtenances, without any manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing, to alter, change, charge or determine the same; And also that he the said A. B. now hath good Right, full Power and lawful Authority in his own Right, to grant, bargain, sell and convey all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, with their and every of their Appurtenances unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; And also that he the said C. D. his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs or Assigns, and of all and every other Person or Persons whatsoever, and freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails,

*Covenant  
Releasor is  
right Owner,  
&c.*

*And hath  
Power to  
convey.*

*For peace-  
able Enjoy-  
ments.*



Fines, Post Fines, Issues, Amersiaments, Seizures, Bonds, Annuities, Writings obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrerages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *A. B.* or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them. **And further,** That he the said *A. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under him, shall and will from Time to Time, and at all Times hereafter, upon reasonable Request, and at the proper Costs and Charges in the Law, of the said *C. D.* his Heirs or Assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further, better and more perfect Granting, Conveying and Assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, as by the said *C. D.* his Heirs or Assigns, or his and their Counsel learned in the Law, shall be reasonably devised, advised or required: **And lastly,** It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and it is the true Meaning hereof, that all and every the Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the

*For further Assurance.*

*Assurances to be to the Use of Releasee.*



the Law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said Parties to these Presents, or either of them, or by or between them, or either of them, or any other Person or Persons whatsoever, of the said Premises above-mentioned, with the Appurtenances, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, as for and concerning all and singular the Premises above-mentioned, with the Appurtenances, to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for no other Use, Intent or Purpose whatsoever. In Witness, &c.

Letters of Attorney.

*A General Letter of Attorney to receive Debts.*

**I** R O W all Men by these Presents, That I A. B. of — \* for divers good Causes \* These and Considerations me hereunto moving, **Have** Words are made, ordained, authorized, constituted and appointed, and by these Presents do make, or often left to make, or out as superfluous. — my true and lawful Attorney (irrevocable) for me and in my Name, and to my Use, (or, but to the Use of him the said C. D.) to ask, demand, sue for, recover and receive of E. F. of — all such Sum and Sums of Money, Debts and Demands whatsoever, which now

# Attorney.

now are due and owing unto me the said A. B. by and from the said B. F. and in Default of Payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for the Recovery thereof by Attachment, Arrest, (*Distress*) (*Replevin*) or otherwise, (and to compound and agree for the same) and on Receipt thereof Acquittances, or other sufficient Discharges for the same, for me, and in my Name to make, seal and deliver, and to do all lawful Acts and Things whatsoever concerning the Premises, as fully in every Respect as I my self might or could do, if I were personally present, and an Attorney or Attornies under him for the Purposes aforesaid to make, and at his Pleasure to revoke, hereby ratifying, allowing and confirming all and whatsoever my said Attorney shall in my Name lawfully do, or cause to be done, in and about the Premises, by Virtue of these Presents. In witness, &c.

## To receive Money on a Bond.

And receive of E. F. of — the Sum of — due unto me in and by one Bond or Obligation, bearing Date the — and upon Non-payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for Recovery of the same by Attachment, Bill, Plaint, Arrest, or otherwise, and, &c.

## To receive Money which is not become due upon a Bond.

To all to whom these Presents shall come, I R. C. of — send Greeting: Whereas J. V. of — and V. J. of — by their

## Letters of Attorney.

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their Obligation bearing Date ——— last past,  
 are and stand bound unto me the said R. G.  
 in the Sum of ——— with Condition for the  
 Payment of ——— on the ——— now next  
 coming, as by the said Obligation doth more fully  
 appear: Now know ye, That I the said R.  
 G. have hereby made, ordained, constituted,  
 appointed and authorized my loving Friend Y.  
 of ——— to be my lawful Attorney, for me  
 and in my Name to demand and receive the  
 said Sum of ——— at the Time limited for the  
 Payment of the same, and if the same shall  
 not be then paid, to sue for and recover the  
 Sum of ——— being the Penalty of the said  
 Obligation: and on Receipt thereof, &c. (as  
 in the first Letter of Attorney.

*From a Sailor to his Wife, to receive his  
 Wages, and all other Debts.*

——— Appoint my loving Wife M. C.  
 my true and lawful Attorney, for me, and in  
 my Name, and for my Use to ask, demand and  
 receive of and from all and every Person and  
 Persons whatsoever, as well all such Sum and  
 Sums of Money as now are, or which shall or  
 may at any Time hereafter become due and  
 owing to me, for Wages from any Ship or  
 Ships to whom I now do or may belong, as  
 also all other Monies now due, or to become  
 due and owing to me by any other Ways or  
 Means whatsoever, and upon Non-payment, &c.

Note: It is usual at the End of a Sailor's  
 Letter of Attorney to add his Will, beginning a  
 new Paragraph at about an Inch Distance. Vide  
 Title Wills.



To receive a Legacy.

**I** R. D. all Men by these Presents, That  
 whereas *A. K.* late of ——— by her  
 Last Will and Testament, bearing Date ———  
 did give and bequeath unto me *M. G.* of ———  
 500 *l.* to be paid unto me upon my Sealing  
 and Delivering a General Release to the Execu-  
 tors of the said *A. K.* and made and constituted  
*J. B.* of ——— her Executor, and shortly af-  
 ter died. And whereas the said *J. B.* hath  
 proved the said Will, and the said *M. G.* hath  
 sealed such General Release to the said *J. B.*  
 as by the said Will is directed, and left the  
 same in the Hands of her Attornies herein after-  
 named, to be delivered to the said *J. B.* on Pay-  
 ment of the said 500 *l.* Now know ye, That  
 I the said *M. G.* have made, ordained, consti-  
 tuted, deputed and appointed, and by these Pre-  
 sents do make, ordain, constitute, depute and  
 appoint *J. E.* of ——— and *J. S.* of ———  
 my true and lawful Attornies jointly, and either  
 of them singly, for me and in my Name, and to  
 my Use, to ask, demand and receive of and  
 from the said *J. B.* the said Legacy of 500 *l.*  
 so given and bequeathed to me the said *M. G.*  
 by the said *A. B.* in her said Will as aforesaid;  
 and upon Receipt thereof by my said Attornies, or  
 either of them, to deliver the said General Re-  
 lease so sealed as aforesaid, or to give such other  
 Discharge as shall be sufficient, I hereby ratify-  
 ing, allowing and confirming all, and whatsoever  
 my said Attornies, jointly or separately, shall  
 lawfully do in the Premises. In Witness, &c.

A Letter



*A Letter of Attorney from a Debtor to a Creditor to receive Money due from several Persons, and an Assignment of such Money in Satisfaction of a Debt.*

**I** Call to whom these Presents shall come, *John O. of K. in the County of S. Gent.* send Greeting: *Whereas* upon an Account made between me and *N. C. Gent.* I am in arrear and indebted to him in *21 l. 10 s.* Now know ye, That for the more speedy reimbursing and paying to the said *N. C.* the said *21 l. 10 s.* I do hereby grant and assign unto him *5 l. 10 s.* due to me from *R. L. of F.* upon a Bill obligatory, dated the ——— Day of ——— And I do hereby also grant and assign unto the said *N. C.* all Sum and Sums of Money due or payable unto me by *R. L.* for Costs and Charges taxed or assessed, or to be taxed or assessed by his Majesty's Court of ——— And further, I do make and appoint the said *N. C.* my true and lawful Attorney irrevocable for me, and in my Name, Stead and Place to ask, demand, sue for, recover, receive, have and take up all and every of the Sum and Sums of Money before-mentioned; And upon Non-payment thereof, &c. *(as in the first, to the End.)*

*To receive and recover Rents.*

——— *(As in the first Letter of Attorney to)* all such Rents and Arrearages of Rent which now are, or hereafter shall grow due from him the said *E. F.* out of and from all those my Lands, &c. ——— at ——— and upon Non-payment thereof, for me and in my Name to enter  
into

# Letters of Attorney.

into and upon the said Lands and Premises, and  
 seize and distrain all or any Goods or Chattels  
 that shall from Time to Time be found upon  
 the Premises, or any Part thereof, or to make  
 such Distress off the Premises as the Law per-  
 mits; and the Distress or Distresses so made to  
 detain until Payment of such Rent or Rents shall  
 be made, or the same shall be delivered by due  
 Course of Law, and for Non-payment to dispose  
 thereof according to Law, or to proceed in my  
 Name, or otherwise, by Action, Suit, Bill or  
 Plaint, or take such other lawful Ways and  
 Means for the Recovery thereof, as my said At-  
 torney shall think fit: And on Receipt there-  
 of, &c. — (as in the first.)

*To demand Rent, and take Possession in  
 order to Ejectment.*

Receive of E. F. the Sum of      for  
 one Half Year's Rent due to me at      last for  
     in      and on Receipt thereof to give a  
 sufficient Discharge for the same; And on De-  
 fault of Payment thereof, for me, and in my  
 Name to enter into, upon, and take Possession of  
 the said      and Premises, and to detain and  
 keep such Possession for my Use; and whatsoever  
 my said Attorney shall lawfully do in the Pre-  
 mises, I do hereby ratify and confirm. In  
 Witness, &c.

*A Memorandum of a Demand of the  
 Rent*

**M**emorandum, That (by Virtue of the a-  
 bove Letter of Attorney) on      the  
     Day of      in the Year of our  
 Lord

# Letters of Attorney.

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Lord — between the Hours of — in the  
noon of the same Day, at the Fore Door of  
the House of the said E. F. he being there pre-  
sent, I demanded — for Half a Year's Rent  
due from the said E. F. to Mr. A. B. at —  
last, and at the same Time shewed him the said  
Letter of Attorney.

In the Presence of J. K.

C. D.

## A Memorandum of a Demand of Pos- session.

**M**emorandum, That on E. F.'s refusing to  
pay the Rent above-demanded, Mr. A. B.  
himself did, on — Day of — in  
the Year aforesaid, before Sun-set, at the Fore-  
door of the said House, demand Possession of the  
House and Lands above-mentioned, in the Pre-  
sence of —

C. D.

**To demand Rent, and on Default of Pay-  
ment to re-enter according to a Pro-  
viso for such Re-entry in a Lease.**

**To demand and receive of and from  
J. L. of — on the 28th Day next after  
the Feast of the Annunciation of the Blessed  
Virgin Mary next coming, at — commonly  
called or known by the Name of — situ-  
ate, &c. — l. of lawful Money of Great Britain,  
which will become due unto me the said F. from  
the said J. L. at the said Feast of the Anun-  
ciation of the Blessed Virgin Mary next coming,  
for one Half Year's Rent for the said Messuage,  
Lands and Tenements, with the Appurtenances  
thereto**

# Letters of Attorney.

thereto belonging, which by an Indenture of Lease, bearing Date the — Day of — in the Year of our Lord — were by the said A. B. demised unto the said J. L. for a certain Term of Years yet unexpired: And for Default of Payment of the said — I give and grant unto my said Attorney, full Power and Authority to enter into and upon the said Messuage and Premises by the before-mentioned Indenture of Lease demised, and thereof for me and in my Name, Stead and Place, to take Possession, to the Intent that the Indenture of Lease may become void, according to a certain Proviso in the said Indenture contained: And further, to do and perform all Things requisite and necessary to be done in and about the Execution of these Presents, according the true Intent and Meaning thereof. In Witness, &c.

## To take Possession of Lands newly purchased.

— To take and receive peaceable and quiet Possession and Seisin of and in all that Messuage or Tenement, and all and singular the Lands, &c. with the Appurtenances, situate, &c. lately bargained and sold by F. J. of — unto me the said R. C. And the same Possession so had and taken, to detain and keep, to the only Use and Behoof of me the said R. C. my Heirs and Assigns, according to the Tenor and true Meaning of the Indenture, whereby the said Premises are conveyed unto me: And I do hereby ratify, allow and confirm all and whatsoever my said Attorney shall do, or cause to be done in or about the Premises, by Virtue of these Presents.

In Witness, &c.



*To enter on Land, and to sue for it, or compound.*

— To enter into, and take Possession of all that Messuage, &c. And also for me and in my Name to sue forth and prosecute against any Person or Persons whatsoever, any Writ or Writs, Action or Actions, as to him shall seem meet, for the recovering or obtaining the Possession or Seisin of the said Premises, or any Part thereof: And further, to do and execute all and every other Act and Thing tending to the Recovery of my Estate and Right in the said Messuage and Lands, or any Part thereof: And further, I do hereby give and grant unto my said Attorney my full and whole Power and Authority for me, and in my Name, Stead and Place, to make and conclude with any Person or Persons any Agreement whatsoever, touching the Premises, in as full and ample a Manner as I my self could do in my own Person. And I do hereby ratify, &c. (as above to the End.)

*To take Possession of a Messuage extended by the Sheriff upon a Statute.*

— To take and receive of the now Sheriff of the County of S. peaceable and quiet Possession, as well of and in one capital Messuage, &c. as of and in, &c. all and singular which said Lands and Premises were lately belonging unto R. R. and which the said Sheriff hath extended by Virtue of a Writ of Extent, to him directed, on a Statute for — I. acknowledged and entred into by R. R. unto me the said R. C. giving, and by these Presents granting unto my said Attornies,

# Letters of Attorney

Attornies, and each of them, full Power and Authority, for me, and in my Name, to do, execute and accomplish all and whatsoever shall be needful and necessary to be done in or about the Premises, by these Presents. And I hereby ratify, allow and confirm, &c. —

## To sell South-Sea Stock.

And to my Use, to sell, assign and transfer 1. South-Sea Stock, to which I am intitled, as by the Books of the Company appears, or any Part thereof, to such Person or Persons as shall buy and accept the same, at and for such Price, and in such Manner as my said Attorney shall think fit, and to receive the Consideration-Money for the same; and upon Receipt thereof, Acquittances and Discharges for me, and in my Name, or otherwise, to make, sign and give; hereby ratifying, &c. —

## A Transfer of Stock entred in the Books of the South-Sea Company.

I A. B. do hereby sell, assign and transfer to C. D. one Share in the Stock of the Company of — (or 100 l. South Sea Stock) with all the present and future, for the Sum of — Witness my Hand the — Day of —

A. B. of — and several other Persons therein named as Trustees of the other Part, purporting &c. —

An Acceptance of the Stock. I C. D. do hereby accept the above Share in the Stock of — Witness my Hand, &c. —

C. D. of — and several other Persons therein named as Trustees of the other Part, purporting &c. —

# Letters of Attorney.

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Attornies, and each of them, full Power and Authority, for me, and in my Name, to do, execute and accomplish all and whatsoever shall be Premises, by these Presents, allow and confirm.

S I R,

**P**RAY pay to Mr. A. B. or Order my Dividend for ——— 1. Capital Stock, to which I am intitled in the Books of the South Sea Company, for the Half Year due at Lady Day last, and this shall be your sufficient Warrant, Dated at the ——— Day of ——— in the Year of our Lord ———

C. D.

To Mr. C. L. Accomprant  
to the South-Sea Com-  
pany.

To acknowledge a Deed, before a Master in Chancery, or a Judge of the King's Bench, in order to Inrolment.

**I**D all to whom these Presents shall come E. C. of ——— sends Greeting: Whereas I the said E. C. have signed, sealed, and as my Act and Deed delivered one Indenture, bearing Date ——— last past, made between my self of the one Part, and J. H. of ——— and J. G. of ——— and several other Persons therein named as Trustees, of the other Part, purporting, &c. ——— as by the said Indenture may appear: And being desirous that the said Deed may be inrolled in one of his Majesty's Courts of Record at Westminster: Now know ye by these Presents, That I the said E. C. have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint T. E. of ——— and



## Letters of Attorney.

\_\_\_\_\_ and *J. E.* of \_\_\_\_\_ my true and lawful Attorney and Attornies, jointly and severally, for me, and in my Name, to appear in his Majesty's High Court of Chancery, or before any Master of the said Court, or in his said Majesty's Court of King's Bench, or before any, or either of his said Majesty's Justices of the said Court, and for me and in my Name, to acknowledge the said Indenture to be my own proper Act and Deed, and likewise for me, and in my Name, to desire and request that the said Indenture may be inrolled in one of the said Courts, and for me and in my Name to act and do all other Matters and Things necessary and expedient to be done in order to procure the Inrolment of the said Indenture; hereby ratifying, allowing and confirming, &c. \_\_\_\_\_

*To surrender Copyhold-Lands to the Use of  
a Will.*

**W***P* these Presents, I *S. C.* of \_\_\_\_\_ Son and Heir of *J. C.* do make, ordain, and appoint *T. C.* of \_\_\_\_\_ and *J. L.* of \_\_\_\_\_ my true and lawful Attornies, jointly and severally for me, and in my Name, Stead and Place, to surrender into the Hands of the Lord of the Manor of *B.* in the County of *S.* according to the Custom of the said Manor, all and singular the Messuages, Lands, Tenements and Hereditaments with the Appurtenances, of me the said *S. C.* within the Manor aforesaid, and all such Messuages, Lands, Tenements and Hereditaments with the Appurtenances, holden by Copy of Court-Roll of the Manor aforesaid, whereof the said *J. C.* my Father lately died seised, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, as I the said

S. b  
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## Letters of Licence, &c.

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S. C. by my last Will and Testament in Writing shall direct and appoint. In Witness, &c.

## Letters of Licence and Composition.

### A Letter of Licence from Creditors to a Debtor.

**I**D all People to whom these Presents shall come: We who have hereunto subscribed our Names and affixed our Seals, Creditors of J. B. of, &c. ——— send Greeting: Whereas the said J. B. on the Day of the Date hereof is indebted unto us the several Creditors hereunder named in divers Sums of Money, which at present he is not able to pay or satisfy without Respite and Time to be given him for the Payment thereof: ~~Know~~ ye therefore, That we the said several Creditors, and each and every of us, have given and granted, and by Virtue of these our present Letters, do give and grant unto the J. B. full and free Liberty, Licence, Power and Authority to go about, attend, follow and negotiate any Affairs, Business, Matters and Things whatsoever, to or at any Place or Places whatsoever, without any Let, Suit, Trouble, Arrest, Attachment or other Impediment to be offered or done unto him the said J. B. his Wares, Goods, Monies or other Merchandizes whatsoever, or any of them or any Part of them, by us or by any of us, or by the Heirs, Executors, Administrators, Partners or Assigns, of us or any of us, or by our or any of our Means and Procurement to be sought, attempted or procured to be done, for and

## Letters of Licence, &amp;c.

and during ——— (so long) next and immediately ensuing the Day of the Date hereof: And further we the said Creditors hereunder subscribed do and each of us doth Covenant and grant for our selves, our Heirs, Executors, Administrators and Assigns, respectively, and not jointly one for another, nor for the Heirs, Executors, Administrators or Assigns of one another, to and with the said J. B. that we or each or any of us our Heirs, Executors, Administrators and Assigns, or any of them, shall not nor will, during the Time aforesaid, sue, arrest, attach or prosecute the said J. B. for or upon Account of our respective Debts, or any Part thereof, or of any of them: And that if any Hurt, Trouble, Wrong, Damage or Hindrance be done unto the said J. B. either in Body, Goods or Chattels or any of them within the aforesaid Term of ——— next ensuing the Date hereof, by us or any of us the said Creditors, or by any Person or Persons, or by or through the Procurement, Consent or Knowledge of us or any of us, contrary to the true Intent and Meaning of these Presents, that then the said J. B. by Virtue hereof shall be discharged and acquitted for ever against such of us the said Creditors, his and their Heirs, Executors, Administrators or Assigns, by whom and by whose Will, Means or Procurement, he shall be arrested, attached, imprisoned, grieved or damnified of all manner of Actions, Suits, Quarrels, Dues, Debts, Charges, Sum or Sums of Money, Claims and Demands whatsoever, from the Beginning of the World to the Day of the Date hereof. In Witness, &c.

Letter

*Letter of Composition for Debts.*

**I**D all, &c. We J. F. and F. J. Creditors of R. C. and C. R. send *Greeting*: *Whereas* the said R. C. and C. R. are and do stand jointly indebted, and do owe unto us the said Creditors, divers Sums of Money which they are willing to satisfy and pay as far as they are able: *Now know ye*, That we the said Creditors, who have hereto subscribed our Names and affixed our Seals, finding they the said R. C. and C. R. are by Losses and otherwise disabled to pay our full Debts, do severally and respectively agree and bind ourselves, our Heirs, &c. to the said R. C. and C. R. by these Presents to accept and take of them the said R. and C. their, &c. after the Rate of ——— in the Pound, in full Satisfaction of all such Debts and Sums of Money as they do jointly owe unto us, and every of us respectively, the same to be paid at four equal Payments; the first Payment, &c. ——— so as the said R. and C. (for the more sure and better Payment of the several Sums of Money aforesaid, in Recompence and Satisfaction of our and every of our said several Debts, after the Rate of ——— in the Pound as aforesaid,) their Executors or Administrators, do before the ——— become jointly and severally bound with sufficient Sureties unto us and every of us respectively, by Obligation and with double Penalties in due form of Law to be made, sealed and delivered to us and each of us, or to our and each of our Uses, by the Appointments of us and each of us: *Provided always* that neither these Presents, nor any Thing herein contained, shall bind us, or either or any of us, who have hereunto subscribed our Names and put our Seals, until all and every of the Creditors aforesaid shall have sealed and sub-

I

scribed



scribed the same, on or before the ——— next ensuing. In Witness, &c.

*An Indenture of Licence and Composition  
from Creditors to a Widow, to enable  
her to Administer, &c.*

**T**HIS Indenture made, &c. Between  
J. F. F. J. and R. C. Creditors of C. R.  
late of ——— of the one Part and R. R.  
Widow of the said C. R. of the other Part;  
*Recital of Debts,* ~~whereas~~ the said R. C. at and before his  
Death was indebted unto the said Creditors in se-  
veral Sums of Money; ~~And whereas~~ the said  
R. R. hath since her said Husband's Death perused  
and examined his Estate and Effects, and finding  
that the same is far short of giving the said  
Creditors a full Satisfaction for their just Debts,  
*And of Examination and Insufficiency of Effects,* hath hitherto forbore to take out Letters of  
Administration of the Goods, Chattels and Estate  
of her said Husband, as to her properly does be-  
long, according to the Laws of this Realm: ~~And~~  
the said R. R. having acquainted the said Cre-  
ditors therewith, they the said Creditors and each  
of them were and are willing, contented and  
pleased to accept of ——— in the Pound for  
their said Debts upon the Security of the said R. R.  
*And of Consent to compound, &c.* and to be paid at such Days and Times and in  
such Manner and Form as hereafter is limited,  
expressed and declared: **Now this Indenture**  
**witnesseth,** That the said J. F. and F. J. and  
R. C. the Creditors before named, have given  
and granted, and by the Presents do give and  
grant unto the said R. R. their and every of their  
full Liberty, Leave, Consent and Approbation  
that she the said R. R. shall and may have and  
take out, in her own Name, Letters of Admini-  
stration of all and singular the Goods, Chattels and  
Per-



Personal Estate of her said deceased Husband, without any Disturbance or Interruption from them, or either of them; **And** that the said Creditors before named do for themselves severally and respectively, and for the Executors and Administrators of each of them, and not jointly nor the one for the other Covenant, Promise and Grant to and with the said R. R. her Executors, Administrators and Assigns, **That if** the said R. R. her Executors or Administrators, do or shall on or before the — Day of — next ensuing the Date of these Presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable Penalties, unto the said several Creditors before named, severally to be conditioned for the Payment unto them the said Creditors, their several Executors, Administrators or Assigns, of the Sum of — of lawful Money of *Great Britain*, for every Pound or 20 s. of their due and principal Debts by the said C. R. in his Life-time owing respectively as aforesaid, not accounting any Interest for the same or any Part thereof, *to wit*, on the —, And shall and will also at the Costs and Charges of the said R. R. her Executors or Administrators, severally seal, and as their several Acts and Deeds, deliver unto or for the Use of the said R. R. several Acquittances or Discharges in Writing sufficient in Law, thereby acquitting and releasing as well the said C. R. his Executors, Administrators and Assigns, as also the said R. R. her Executors and Administrators, of all Debts, Bonds, Bills, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents: **And** the said Creditors, &c. severally and respectively every one by and for himself, his Executors and Administrators, and not jointly nor the one for the other, do covenant, promise and grant to and with the said

*Covenant that if Securities be given by such a Day for Composition Money, Acquittances, &c. to be given.*

## Letters of Licence, &amp;c.

*And if  
arrested, to  
be acquit-  
ted, &c.*

R. R. her Executors and Administrators, and every of them, by these Presents, **That** if either the said R. R. her Executors and Administrators, or her or their Goods or Chattels, or the Goods or Chattels of her said late Husband, or any of them, shall at any Time or Times hereafter, until or before the said — Day of — be arrested, attached, sued, molested or troubled by the above named Creditors, or any of them, or by any other Person or Persons, or by their or any of their Means or Procurement, or in their or any of their Right or Rights, for or by Reason of any Debt or Debts, so to them or any of them owing by the said C. R. at the Time of his Decease; **That** then and from thenceforth, she the said R. R. her Executors and Administrators, shall be acquitted, released and discharged against him or them by whom the said R. R. her Executors or Administrators, or her, their or any of their Goods or Chattels, shall be so arrested, attached, sued, molested or troubled, of and from all Debts, Actions, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents; and that these Presents to be pleaded, shall be a sufficient Discharge in that Behalf against him or them of the said Creditors, his or their Executors or Administrators, by whom, or by whose Means or Procurement, or in whose Right she the said R. R. her Executors or Administrators, her or their Goods or Chattels, or any of them shall be so arrested, &c. contrary to the true Intent and Meaning of these Presents: **Provided** always, That if the said Creditors above named do not or shall not at any Time before the — sign, seal, and as their Act and Deed deliver in due Form of Law one Part of these Presents unto or to the Use of the said R. R. that then these Presents, and every Thing therein contained, shall be void and

*Proviso  
that if  
Creditors  
don't deliver one  
Part of  
these Presents  
before a  
Day fixed,  
they are to  
be void.*

## Libery of Seisin, &c.

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and of no effect : And the said R. R. for herself, *And Cove-*  
her Executors and Administrators, doth Covenant *nant to de-*  
and Grant to and with the said Creditors, and e-*liver*  
very of them, their and every of their Executors *Bonds on*  
and Administrators, That in Case all the said *executing*  
Creditors shall in due form of Law sign, seal and *it.*  
deliver and execute one Part of these Presents as  
aforesaid, unto or to the Use of the said R. R.  
on or before the — That then she the said R. R.  
her Executors or Administrators, shall and will  
in due Form of Law make or cause to be made,  
and duly seal and execute the said several Obliga-  
tions, and deliver the same to or for the Use of  
the said Creditors upon or before the — In  
Witness, &c.

## Libery of Seisin and Attorn- ments.

### *Livery by Feoffor to Feoffee.*

**B**E it remembered, That this — Day  
of — in the Year of our Lord —  
peaceable and quiet Possession and Seisin of the  
said Messuage and Lands, and other the Premisses  
in this Deed contained, was delivered by the  
within named R. R. to the within named J. F.  
according to the Form and Effect of this Deed,  
in the Presence of us whose Names are hereunto  
subscribed.

*Livery by Attornies named in the Deed.*

——— Was taken, had and delivered by J. J. and F. F. the Attornies within named, to the within named R. C. according to the Tenor and true Meaning of this present Indenture, in the Presence ———

*Another.*

——— Of all and singular the Lands, &c. within granted, or mentioned to be granted, was taken and had by the within named J. F. for and in the Name of F. J. within mentioned, and afterwards was for and in the Name of the said F. J. delivered by the said J. F. unto the within named R. C. according to the Authority within given, to hold to him the said R. C. his Heirs and Assigns, according to the Form and Effect of this present Deed, in the Presence of us whose Names are hereunder written.

*An Attornment of one Tenant.*

**W**E it remembered, That the within named R. C. Lessee of all, &c. within mentioned, after the Sealing and Delivery of these Presents, having heard these present Indentures read, and taken perfect Notice and Knowledge of the Contents thereof, doth consent and agree thereunto; and on the ——— Day of ——— in the Year within mentioned, did attorn Tenant unto the within named A. B. upon the said Grant, according to the Form and Effect thereof, by the Payment of 6 d. of lawful Money of Great Britain



tain in the Name of Attornment, in the Presence of us whose Names are hereunto subscribed.

*Another by several.*

That F. G. H. J. and K. L. the Tenants and Farmers of the within mentioned Premises, by Virtue of several Leases made unto them by the within named O. P. having all of them had perfect Notice of this present Grant, did severally attorn, and become Tenants of and for their several and respective Interests in the Premises, to the within named B. A. this present — Day of — in the Year within written, and the said Tenants have every of them given unto the said B. A. one Penny in the Name of Attornment, in the Presence of, &c.

*An Attornment by a Collateral Deed.*

**T**HIS Indenture made, &c. Between R. C. of — of the one Part, and C. R. of — of the other Part: ~~Whereas~~ the said R. C. is seised in his Demesne as of Fee, for and during the Term of his natural Life of and in, &c. by Virtue of a Lease to him thereof made by J. F. of, &c. by his Indenture bearing Date, &c. And whereas the said J. F. by his Deed indented, bearing Date the, &c. hath granted the said, &c. with the Appurtenances, and the Reversion thereof, to the said C. R. as in and by the said Indenture more at large appears: Now this Indenture Witnesseth, That the said R. C. for divers good Causes and Considerations him hereunto moving, hath consented agreed, attorned and become Tenant, and by these Presents doth consent, agree, attorn and become

## Liberty of Seisin, &c.

Tenant to the said C. R. and to the said Grant to him made, of the said, &c. and the Reversion thereof; and in the Name of Attornment and Seisin of the Rent reserved upon the said Lease thereof, hath, at and before the Sealing of these Presents, paid to the said C. R. one Half Year's Rent due at \_\_\_\_\_ last, which the said C. R. hath accepted of and from the said R. C. as from his Tenant, and in Name of Seisin thereof and Attornment of the said Grant to him thereof made as aforesaid. **In witness,**  
&c.

### *Livery and Attornment together.*

**It** is remembered, That on the \_\_\_\_\_ peaceable and quiet Possession and Seisin of the, &c. within specified, was taken and had and delivered by the Attorney within named, to the within named R. C. according to the Tenor and true Meaning of this present Indenture, and likewise the Day and Year aforesaid, *A. B. C. D.* and *E. F.* being Tenants of the Premises by several Leases to them made of their respective Tenancies did severally attorn Tenants to the said R. C. according to this present Grant, whereof they and every of them had full and perfect Notice, at the Time of their said respective Attornments; all which was done in the Presence of the Persons whose Names are hereunto subscribed.

**Memo.**

## Memorials.

### *A Lease for a Year.*

A Memorial to be registered, pursuant to an *Preamble.*  
 Act of Parliament made in the Seventh Year  
 of her late Majesty Queen *Anne*, Intituled,  
 An Act for the publick Registering of Deeds,  
 Conveyances, Wills, and other Incumbrances  
 which shall be made, or that may affect any  
 Honours, Manors, Lands, Tenements or  
 Hereditaments within the County of *Middle-*  
*sex*, after the Nine and twentieth Day of  
*September* 1709.

**A** Indenture, bearing Date the ——— A. }  
and  
B. }  
 Day of ——— in the ——— Year of the  
 Reign of our Sovereign Lord *George* the Second, *Registered*  
 by the Grace of God, of *Great Britain, France* *at Half an*  
 and *Ireland* King, Defender of the Faith, &c. *Hour past*  
 and in the Year of our Lord ——— made be ——— *in the*  
 tween *J. A.* of ——— of the one Part, and *Forenoon of*  
*R. R.* of ——— of the other Part, purporting to *the* ———  
 be a Lease for a Year, to vest the Possession of *Day of* ———  
 and concerning all that Messuage or Tenement, *upon the*  
 with the Appurtenances, situate, lying and being *Affidavit*  
 in ——— in the said County of *Middlesex,* *of W. by*  
 late in the Tenure and Occupation of ——— *T. Jones,*  
 called or known by the Name of ——— *Register.*  
 and all Buildings, Yards, Gardens, Back-sides,  
 Ways, Easements, Profits, Commodities and Ap-  
 purtenances whatsoever, to the said Premises be-  
 longing, or in any wise appertaining, or accept-  
 ed, reputed or known as Part, Parcel or Mem-  
 ber thereof, and the Reversion and Reversions,

I 5                      Remainder

## Memorials.

Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises;

Which said Indenture of Lease is witnessed by T. A. of — in the Parish of — in the County of — Esq; and J. W. of — Gent: And is hereby required to be registered, pursuant to the said Act by me the said J. A. the Grantor, As witness my Hand and Seal the — Day of — 1740.

Sign'd and seal'd in  
the Presence of

J. A.

## Of a Release.

A Memorial to be Registered pursuant to, &c.  
(as before.)

A. }  
and }  
R. }  
Registred  
at Half an  
Hour past  
— in the  
Forenoon of  
the —  
Day, of  
— 1740.  
upon the  
Oath of  
Williams;  
By T. J.  
Register.

A Indenture dated the — made between J. A. of — of the one Part, and R. R. of — of the other Part, purporting to be a Release of all and singular the same Premises mentioned in a Lease for a Year, bearing Date the Day before the Day of the — Date of the said Release, and made between the said J. A. of the one Part, and the said R. R. of the other Part; a Memorial of which is Registered at the same Time herewith; which Indenture of Release is witnessed by T. A. of — Esq; and J. W. of — Gent. and is hereby required to be registered by me the said J. A. the Grantor in the said Indenture of Lease: As witness my Hand and Seal this — Day of —

Signed and sealed in  
the Presence of

J. A.

Of



*Of a Bargain and Sale to be inrolled.*

*A Memorial, &c. (as before.)*

**A** *Indenture* dated the \_\_\_\_\_ made be- A. and R.  
tween J. A. of \_\_\_\_\_ of the one Part, *Registered*,  
and R. R. of \_\_\_\_\_ of the other Part, pur- &c. (as be-  
porting a Deed of Bargain and Sale to be in- fore.)  
rolled of and concerning the same Premises men-  
tioned in a Lease for a Year, bearing Date the  
Day next before the Day of the Date of the  
said Indenture of Bargain and Sale (or as the  
Date is) and made between the said J. A. of  
the one Part, and the said R. R. of the other  
Part; a Memorial whereof is Registered at the  
same Time herewith (or as the Time is) which  
Indenture of Bargain and Sale is witnessed by  
T. A. of \_\_\_\_\_ and J. W. of \_\_\_\_\_  
and is hereby required to be Registered by me  
the said J. A. the Grantor in the said Deed of  
Bargain and Sale mentioned: *As witness my*  
*Hand and Seal this* \_\_\_\_\_ *Day of* \_\_\_\_\_

*Signed, &c.*

J. A.

*Of a Lease for Years.*

*A Memorial, &c. (as before.)*

**A** *Indenture* of Lease, bearing Date the  
\_\_\_\_\_ made between W. C. of \_\_\_\_\_ C. and C.  
of the one Part, and J. C. of \_\_\_\_\_ of the *Registered*,  
other Part; whereby the said W. C. for the &c.  
Considerations therein mentioned, did demise to  
the said J. C. all that \_\_\_\_\_ situate, lying and  
being \_\_\_\_\_ abutting \_\_\_\_\_ now in the  
Tenure

**Memorials.**

Tenure or Occupation of the said *J. C.* **To**  
**hold** for the Term of ——— Years, to com-  
 mence from ——— at the yearly Rent of  
 ——— *l.* of good and lawful Money of *Great*  
*Britain*; which said Indenture of Lease is wit-  
 nessed by ——— and is hereby required to be  
 Registered, pursuant to the said Act, by me the  
 said *J. C.* the Lessee in the said Indenture:  
**As witness, &c. (as before.)**

Signed, &c. (as before.)

**Of a Mortgage for Years.****A Memorial, &c.**

*D. and W.*  
*Registered,*  
*&c.*

**A** Indenture of Mortgage, dated the —  
 made between *W. D.* of ——— of the  
 the one Part, and *J. W.* of ——— of the  
 other Part; whereby the said *W. D.* for and in  
 Consideration of ——— *l.* demised unto the said  
*J. W.* All that ——— situate and being in  
 ——— and called or known by the Name of  
 ——— now in the Tenure of ——— **To**  
**hold** unto the said *J. W.* for the Term of —  
 Years; subject nevertheless to a Proviso, That  
 the same shall be void on Payment of the Sum  
 of ——— *l.* and lawful Interest for the same, on  
 the ——— Day of ——— 1742. which said  
 Indenture of Mortgage is witnessed by ———  
 and is hereby required to be Registered, pur-  
 suant to the said Act of Parliament, by me the  
 said *W. D.* the Grantor in the said Deed: **As**  
**witness, &c.**

Signed, &c.

*W. D.*

of

*Of an Indorsement.*

*A Memorial, &c. (as before.)*

**A** Indorsement, dated the — Day of E. and V. — made from J. E. of — and Registered, W. V. of — on the back of a Mortgage &c. Deed, dated the — and made between the said J. E. of the one Part, and the said W. V. of the other Part, of and concerning all that — situate and being in — now in the Tenure or Occupation of J. D. which said Indorsement is witnessed by J. C. of — and R. W. of — and is hereby required to be Registered by me the said J. E. the Grantor: *As witness, &c.*

Signed, &c.

J. E.

*Of a Will.*

*A Memorial, &c.*

**A** Will, dated the — made by J. F. F. and L. of — of and concerning all that Registered, Messuage and Tenement in — late in the Te- &c. nure and Occupation of G. L. (or if the Words of the Will be general, then say) of and concerning all the Lands, Tenements or Hereditaments which the said J. F. died possessed of in the County of — which said Will is witnessed by J. G. of — and T. W. of — and E. F. of — This Memorial therefore is desired to be Registered, pursuant to the abovesaid Act by me E. L. one of the De-  
vices

**Memorials.**

visees in the said Will mentioned: As witness, &c.

Signed, &c.

E. L.

**Of a Judgment.****A Memorial, &c.**

**G. and W. B** *Between* T. W. Gent. Plaintiff, and W. G. late of the Parish of \_\_\_\_\_ in the County of \_\_\_\_\_ Esq; Defendant, of a Plea of Debt for 100 l. for Costs 63 s.

**I** do hereby certify, that Judgment was signed in this Cause the \_\_\_\_\_ Day of \_\_\_\_\_

*Samuel Clarke.*

**In the King's Bench.**

J. G. of \_\_\_\_\_ maketh Oath, That he saw S. C. Esq; the Secondary of the Court of *King's Bench*, sign the Certificate of the Judgment in the Memorial above-mentioned.

Sworn the \_\_\_\_\_ Day of \_\_\_\_\_ before \_\_\_\_\_

J. G.

**In the Common Pleas.**

\_\_\_\_\_ That he saw *George Cooke*, Esq; Chief Prothonotary of the Court of *Common Pleas*, sign the Certificate in the Memorial above-mentioned: Or,

\_\_\_\_\_ That he saw \_\_\_\_\_ *Thompson*, Esq; second Prothonotary of the Court of *Common Pleas*, sign, &c. Or,

\_\_\_\_\_ That



## Memorials.

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That he saw *John Borrett*, Esq; one of the Prothonotaries of the Court of *Common Pleas*, sign, &c.

### *In the Exchequer.*

That he saw *T. M.* Esq; Clerk of the Pleas of the Court of *Exchequer*, sign, &c.

### *Of a Statute.*

#### *A Memorial, &c.*

**W.** of the Parish of — in the County *H. and A.* of — Gent. at the City of *Bristol*, Registered, in the County of *Somerset*, before *J. G.* Mayor, &c. and *J. W.* Clerk, acknowledged himself to owe *W. A.* of the Parish of — in the County of — Esq; in — l. the — Day of —

I do hereby certify, That the Statute above-mentioned was inrolled the — Day of — *T. M.*

*J. M.* Clerk to Mr. *W. N.* of — Gent. maketh Oath, That he saw Sir *T. M.* Clerk of the Statutes, sign the Certificate above-mentioned.

Sworn the — Day of — before —

*J. M.*

of

## Of a Recognizance in Chancery.

## A Memorial, &amp;c.

J. and P.  
Registered,  
&c.

**R.** I. of the Parish of \_\_\_\_\_ in the County of \_\_\_\_\_ Esq; before the Lord the King in his Chancery, acknowledged himself to owe G. P. of \_\_\_\_\_ Merchant, — l. dated the \_\_\_\_\_ Day of \_\_\_\_\_

I do hereby certify, That the Recognizance above-mentioned, was inrolled in the High Court of Chancery the \_\_\_\_\_ Day of \_\_\_\_\_

By T. J.

W. V. Clerk to Mr. J. T. of \_\_\_\_\_ maketh Oath, That he saw Mr. T. J. sworn Clerk, to execute the Office of Inrolment in the High Court of Chancery, for the County of *Middlesex*, sign the Certificate above-mentioned.

Sworn the \_\_\_\_\_ Day  
of \_\_\_\_\_ before

J. P.

W. V.

*A Certificate of Mortgage Money being paid.*

To the Register for the County of *Middlesex*.

W. and D.  
Entred the  
— Day of  
— upon the  
Oath of  
M. and H.  
by T. J.  
Register.

**I** I. of \_\_\_\_\_ do hereby certify, That W. D. of \_\_\_\_\_ hath paid and satisfied \_\_\_\_\_ Day of all such Sum and Sums of Money as were due \_\_\_\_\_ and owing upon a Mortgage made by the said Oath of W. D. to me, bearing Date the \_\_\_\_\_ Day of \_\_\_\_\_ of the Clock in \_\_\_\_\_ and registered at \_\_\_\_\_ the Forenoon of the \_\_\_\_\_ Day of \_\_\_\_\_ following.

ing, in full Discharge of the same: And I do hereby require an Entry of such Payment and Satisfaction to be made pursuant to the Act of Parliament in that Case made and provided: As witness my Hand this — Day of —

Attested by W. M. of —  
J. H. of —

J. W.

*The Entry of the said Certificate.*

**M**emozandum, That upon the Certificate of W. and D. the within-named J. W. dated the — Registered, Day of — proved by the Oaths of W. M. &c. of — and J. H. of — that all Monies due on the within-mentioned Mortgage, is fully paid and certified in Discharge of the same; this Entry in Discharge thereof is made pursuant to the said Act of Parliament, this — Day of —

By Tho. Jones, Register.

*By the Statute 7 Anne, A Memorial of all Deeds and Conveyances, and Wills and Devises in Writing, made after the 29th of September 1709. to effect any Honours, Manors, Lands, Tenements or Hereditaments in Middlesex, is to be registred, or shall be adjudged fraudulent and void against any subsequent Purchaser or Mortgagee for valuable Considerations; and no Judgment, Statute or Recognizance (other than in the Name, and upon Account of his Majesty) obtain after that Day, to effect any Honours, &c. in Middlesex, but only from the Time of entring the Memorial at the Register's Office.*

*Where there are more Deeds than one to a perfect Conveyance or Security, the Parcels and Places where they lie, need only be mentioned in one Memorial, and the others refer to that.*

*The*

## Memorials.

The Act requires only the Dates, Persons Names, Additions, Parcels, Witnesses Names, and their Additions and Places of Abode, to be contained in the Memorial; but 'tis usual to make a short Resital.

These Memorials are to be on Vellum or Parchment; some have them on double Six-penny Stamp; others without a Stamp: the Register receives both, and to be signed and sealed in common Form by one of the Grantors or Grantees, his or their Executors, Administrators, Guardians or Trustees, attested by two Witnesses; and one of the Witnesses to the Deed must be a Witness to the Memorial, who is to make Oath of the due Execution of both before the Register; and also produce the Deed, Grant, or Will at the same Time.

The Memorial, Certificate and Affidavit of Judgment, Statute or Recognizance is written on one Piece of Parchment, with a double Six-penny Stamp. *Qu.* If the Stamp is necessary?

The Memorials are to be left in the Office, and after they are registered, the Register certifies the same upon the back of the Deed, which Certificate is Evidence in Courts of Record.

Upon Certificates of Mortgage Money paid (where the Memorial is registered) and signed by the Mortgagee, his Executors, Administrators or Assigns, attested by two Witnesses, and Oath that the Money is paid, and of signing the Certificate, the Register to make an Entry thereof in the Margin of the Register Book against the Registry of the Memorial, and to file the Certificate. This Certificate should be upon Parchment (without a Stamp.)

The Act requires the Office Hours to be from Nine till Twelve, and from Two till Five every Day, except Sundays and Holy-days.

Mortgages.



## Mortgages.

### *A Mortgage by Lease for 1000 Years.*

**THIS** Indenture made, &c. Between  
*T. W.* of — one of the Sons of *H. W.*  
 late of — deceased, of the one Part, and *R. L.*  
 of — Yeoman, of the other Part, Witnesseth,  
 That for and in Consideration of the Sum of  
 — *l.* of lawful Money of Great Britain, to  
 the said *T. W.* in Hand paid by the said *R. L.*  
 at and before the Sealing and Delivery hereof,  
 the Receipt whereof the said *T. W.* doth hereby  
 acknowledge and confess, and thereof and of e-  
 very Part and Parcel thereof doth freely, clearly  
 and absolutely acquit, exonerate and discharge the  
 said *R. L.* his Executors, Administrators and As-  
 signs by these Presents, He the said *T. W.* hath  
 demised, granted, and to farm, letten and by  
 these Presents doth demise, grant and to farm let  
 unto the said *R. L.* his Executors, Administrators  
 and Assigns, **All** that Messuage or Tenement,  
 situate, &c. and bounded as followeth, *to-wit*, —  
 now or late in the Tenure or Occupation of —,  
 his Undertenants or Assigns, together with all  
 Barns, Stables, Edifices, Buildings, Gardens,  
 Orchards and Backsides thereto belonging, toge-  
 ther also with all Lands, Meadows, Feedings,  
 Marsh-Lands, Coppice-Grounds, Woods and  
 Underwoods thereto belonging, or therewith used,  
 occupied or enjoyed, containing in the Whole by  
 Estimation — Acres, be the same more or  
 less; and also all Commons, Common of Pa-  
 sture, Timber, Ways, Waters, Watercourses,  
 Rights, Members, Privileges, Advantages,  
 Profits, Emoluments and Appurtenances whatso-  
 ever,

## Mortgages.

ever, to the Messuage or Tenement, Lands, Hereditaments and Premises belonging or appertaining, or accepted, reputed, taken or known for or as Part, Parcel or Member thereof; (all which said Premises the said *H. W.* did in and by his said last Will and Testament, bearing Date on or about ———— give and bequeath unto the said *T. W.* and his Heirs for ever;) and also all other the Messuages or Tenements, Lands, Hereditaments and Premises whatsoever of him the said *T. W.* whereof or wherein the said *T. W.* or any other in Trust for him, have or hath any Estate of Freehold or Inheritance in Possession, Reversion or future Expectancy, situate, lying or being in ———— aforesaid; and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Property, Claim or Demand whatsoever of him the said *T. W.* of, in and to the same, and all Deeds, Writings and Evidences, touching and concerning the said Premises, which he the said *T. W.* hath in his Hands or Custody, or can come by without Suit in Law; **To have and to hold** all and singular the said Messuages or Tenements, Lands, Hereditaments or Premises hereby demised, or meant, mentioned, or intended to be hereby demised, with their and every of their Rights, Members and Appurtenances, unto the said *R. L.* his Executors, Administrators and Assigns, from the Day of the Date hereof, unto the full End and Term of 1000 Years next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore Yearly and every Year, during the said Term, unto the said *T. W.* his Heirs or Assigns, the yearly Rent of one Pepper-Corn at the Feast of St. Michael the Archangel, *Proviso* of if it be lawfully demanded; **Provided** always and upon this Condition that if the said *T. W.* his Heirs, Executors or Administrators, shall and do

*Redemption.*

do, well and truly pay or cause to be paid unto the said R. L. his Executors, Administrators or Assigns, the Sum of ——— l. of lawful, &c. on the ——— next ensuing the Day of the Date hereof, without any Deduction or Abatement on any Account or Pretence whatsoever; That then this present Indenture, and every Matter, Clause and Thing herein contained shall cease, determine and be void, and of no effect, to all Intents and Purposes whatsoever; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said T. W. for himself his Heirs, Executors and Administrators, doth hereby Covenant, Promise, Grant and Agree, to and with the said R. L. his Executors, Administrators and Assigns, by these Presents, that he the said T. W. his Heirs, Executors or Administrators, shall and will, well and truly pay or cause to be paid unto the said R. L. his Executors, Administrators or Assigns, the said Sum of ——— l. at the Day and Time before mentioned for Payment thereof, according to the true Intent and Meaning of these Presents. (*Vide Covenant to enter, and for peaceable Enjoyment, in the next Precedent.*)

And the said T. W. for himself his Heirs, Executors and Administrators, doth hereby further covenant, promise and agree to and with the said R. L. his Executors, Administrators and Assigns, by these Presents, That the said T. W. at the Time of the Sealing and Delivery of these Presents, is the true, lawful and undoubted Owner of all and singular the said Messuage or Tenements, Lands, Hereditaments and Premises hereby demised; And that he is thereof and of every Part and Parcel thereof, lawfully seised of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple, to him and his Heirs, without any Condition, Limitation of Use or Uses, to alter, change, determine or make void the same.

And

*Covenant  
to pay the  
Mortgage  
Money.*

*That Mort-  
gagor is  
right  
Owner  
and law-  
fully seised.*

*And hath  
Power to  
Grant.*

*Free from  
Incum-  
brances.*

*For fur-  
ther Assu-  
rance.*

**And also** that he hath good Right, full Power, and lawful Authority to demise and grant the said Premises to the said *R. L.* his Executors, Administrators and Assigns, in Manner and Form aforesaid : **And likewise** that the said hereby granted Premises now are, and be, and so shall from Time to Time, and at all Times hereafter remain, continue and be unto the said *R. L.* his Executors, Administrators and Assigns for and during the said Term free and clear, and freely and clearly acquitted, exonerated and discharged of and from all other and former Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Wills, Intails, Statutes Merchant and of the Staple, Recognizances, Judgments, Executions, Fines, Post-Fines, Fines for Contempt, Forfeitures, Amerciaments, Rents and Arrearages of Rents, Liberates and Debts of Record, and of and from all other Titles, Troubles, Charges and incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by him the said *T. W.* his Heirs or Assigns, or by or with his or their Assents, Consents, Acts, Privities or Procurements ; *the Rents and Services due to the Chief Lord or Lords of the Fee or Fees of the Premises always excepted and foreprised.*) **And furthermore**, that he the said *T. W.* and his Heirs shall and will at any Time and Times hereafter within the Space of ——— Years next ensuing the Breach of the Proviso before-mentioned, at the reasonable Request, Costs and Charges in the Law of the said *R. L.* his Executors, Administrators or Assigns, make, do, acknowledge, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed all and every such other, and farther lawful and reasonable Act or Acts, Deed or Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better and  
more



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more perfect and absolute conveying, vesting, settling and confirming the said Messuages or Tenements, Lands, Hereditaments and Premisses hereby granted unto and upon the said *R. L.* his Executors, Administrators and Assigns, for and during the said Term of 1000 Years, as by the said *R. L.* his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be reasonably and lawfully advised or devised and required. **And lastly, Warranty.** That he the said *T. W.* and his Heirs, from and after the said Breach, the said hereby granted Premisses unto and upon the said *R. L.* his Executors, Administrators and Assigns, for and during the said Term, against him the said *T. W.* and his Heirs, and all and every other Person and Persons whatsoever, lawfully claiming or which shall or may at any Time or Times hereafter lawfully claim, from, by or under him, shall and will warrant and defend by these Presents. **In Witness, &c.**

*Take a Bond to pay the Money, and Performance of Covenants.*

*A Mortgage in Fee by Lease and Release.*

*See Title Lease and Release, for a Lease for a Year to precede a Release.*

## Release.

**T**HIS Indenture made, &c. Between, &c. Witnesseth, &c. All, &c. To have and to hold, &c. (as in the Release, Title Lease and Release, to the End of the Habendum,) his Heirs and Assigns for ever, (and then add this Proviso.) **Provided** always, and it is hereby

## Mortgages.

covenanted, concluded, declared and agreed, by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them, and of these Presents, is, That if the said — his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said — his Executors, Administrators or Assigns, the full Sum of — in and upon — next ensuing the Date of these Presents, without any Deduction or Defalcation for Taxes, Assessments or any other Impositions whatsoever, either Ordinary or Extraordinary ; that then and from thenceforth these Presents, and every Thing therein contained shall cease and be void ; any Thing herein contained to the Contrary thereof in any wise notwithstanding. **And** the said — for himself, his Heirs and Assigns, doth covenant and grant to and with the said — his Executors, Administrators and Assigns, That, &c. (*A Covenant to pay the Mortgage Money as in the last Precedent.*) **And** also, That the said —

*Covenant to enter on* his Heirs and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in the Performance of the Proviso or *Default of* Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and *Payment and for* enjoy the said — and Premises above mentioned with the Appurtenances, without the Let, *peaceable Enjoyment.* Suit, Trouble, Hindrance, Molestation, Interruption or Denial of him the said — his Heirs and Assigns, and of all and every other Person or Persons whatsoever. (*And add other Covenants as in the last Precedent.*) **In Witness,** &c.

## A Schedule of Writings to be annexed to a Mortgage.

*A Schedule of Writings in the Hands of A. B.  
which are to be re-delivered, when the Mo-  
nies secured by the Indentures, whereunto this  
Schedule is annexed, are paid.*

ONE Indenture of Lease, and another of <sup>22 &</sup>  
Release of that Date, the Release made <sup>Septe 23</sup>  
between ——— purporting a Conveyance of <sup>Ann. 3</sup>  
several Messuages, &c. ——— in ——— <sup>Fac. I.</sup>  
from the said A. B. to the said C. D. and his  
Heirs, with the Tenants Attornment thereon In-  
dorsed.

One Indenture of that Date made between <sup>13 Janu-</sup>  
——— purporting a Conveyance from the <sup>ary 14</sup>  
said ——— of ——— in ——— to the <sup>Fac. I.</sup>  
said ——— and his Heirs, defeasible on Re-pay-  
ment of ——— and Interest.

The Chirograph of a Fine then levied, be- <sup>Easter</sup>  
tween ——— Plaintiff, and ——— Deforceants. <sup>Term 14</sup>  
<sup>Fac. I.</sup>

One Indenture of that Date made between  
——— purporting a Deed to lead the Uses of <sup>10 June</sup>  
the Fine above-mentioned. <sup>20 Car. II.</sup>

One Indenture of that Date inrolled in Chan- <sup>October</sup>  
cery made between ——— purporting a Deed to <sup>10, 1702.</sup>  
lead the Uses of a Recovery.

The Exemplification of a Recovery suffered in ——— <sup>Term.</sup>  
that Term pursuant to the last Deed of the Pre-  
misses granted by ——— in the County of G.

*November* One Deed poll of that Date purporting an  
9, 1703. absolute Release of the Tenement granted by  
—— to the said —— and his Heirs.

*December* One Indenture of that Date purporting a  
10, 1704. Demise of the said Messuage called —— in ——  
to the said J. S. in Trust for —— and to attend  
the Fee.

*September* One Indenture of Lease of that Date made be-  
11, 1705. tween —— purporting a Lease of the  
Messuage called —— for 21 Years, at the year-  
ly Rent of ——.

## Notices.

## Of Trial.

*A. B. against C. D.*

Mr. F.

**T**ake Notice that this Cause will be  
tried at the next Assizes to be held for the  
County of ——

Yours

O. M.

## Of Inquiry.

Between { *A. B. Plaintiff,*  
                  *and*  
                  *C. D. Defendant.*

Mr. N.

**T**ake Notice That a Writ of Inquiry  
of Damage in this Cause will be executed  
on the —— Day of —— at 10 o' Clock in the  
Fore-



## Notices.

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Forenoon of the same Day, at the Sign of the  
 \_\_\_\_\_ in \_\_\_\_\_ in the County of  
 \_\_\_\_\_ Dated the \_\_\_\_\_ Day of \_\_\_\_\_

Yours, &c.

H. J. Attorney for the Plaintiff.

### *Notice of Declaration in the Court of King's Bench.*

Mr. D. E.

**T**AKE Notice That a Declaration is filed  
 against you (*if de bene esse say so*) of this  
 Present \_\_\_\_\_ Term in the King's Bench Office  
 in the Inner Temple, London, at the Suit of P. Q.  
 in an Action of Trespass on the Case (*or what-  
 ever the Action is*) for Goods sold (*Money lent,  
 Money due on the Balance of Accounts stated, &c.*  
 as the Case is) : And unless you plead to the said  
 Declaration within \* \_\_\_\_\_ Days from the \* *When*  
 Date hereof, Judgment will be signed against *the Process*  
 you by Default. Dated this \_\_\_\_\_ Day of *is returna-  
 \_\_\_\_\_ 1740.* *ble the first*  
*or second*

Yours

P. P. Attorney for the Plaintiff *Return of  
any Term,*

*and the Plaintiff declares in London or Middlesex, and the  
 Defendant lives within 20 Miles of London, to plead in four  
 Days. And if the Plaintiff declares in any other County, or  
 the Defendant lives above twenty Miles from London, to  
 plead in eight Days.*

### *The like in the Common Pleas.*

\_\_\_\_\_ As of this present \_\_\_\_\_ Term in Mr. Pro-  
 thonotory \_\_\_\_\_'s Office in \_\_\_\_\_ Lan-  
K 2
den,

## Partition.

*don*, at the Suit of *P. Q.* in an Action of, &c.  
(as before.)

Per Reg' Cur' Mich. 3 Geo. II. in C. B.  
And the like, Trin 5 & 6 Geo. II. in  
B. R.

**A**ND if the Declaration is filed or delivered  
de bene esse at the Return of the Process in  
the Common Pleas, the Defendant must plead in  
the Times above mentioned; but in the King's Bench  
per Reg' Cur', Mich. 10 Geo. II. upon all Pro-  
cesses returnable the first or second Return of any  
Term, where no Affidavit of the Cause of Action is  
filed, the Defendant must plead in eight Days;  
and if such Affidavit is filed, in four Days.

And both in B. R. and C. B. where the Process  
is returnable the first or second Return of any Term,  
and the Declaration is not filed before the last four  
Days in the Term, wherein the Process is returnable,  
or if returnable of any other, than the first or se-  
cond Return, the Notice must be for the Defendant  
to plead within the first four Days of the next Term.

## Partition.

*An Indenture of Partition between Te-  
nants in Common.*

**T**HIS Indenture made, &c. Between  
H. T. of, &c. of the one Part, and H. H.  
of, &c. of the other Part, Witnesseth, That  
whereas Dame D. S. of, &c. Widow, by In-  
denture

denture of Lease bearing Date, &c. hath for the Term of, &c. commencing from the Feast-Day of, &c. and for the yearly Rent of, &c. thereby reserved, to be due and payable at the four most usual Feast-Days or Terms in the Year, that is to say, &c. or within six Days next ensuing every of the said Feast-Days by even and equal Portions, demised, granted and to farm letten unto the said H. T. and H. H. their Executors, Administrators and Assigns, All that Piece or Parcel of Ground or Garden-Plot, situate, lying and being in, &c. as it was then agreed to be reserved, containing in length from North to South, &c. and in breadth from East to West, &c. which said Piece or Parcel of Ground lieth near, &c. and adjoineth also unto, &c. and also all Buildings made or set up in or upon the said Piece or Parcel of Ground or Garden-Plot, or any Part thereof, and all Profits, Commodities and Appurtenances whatsoever to the same Premises, or every or any Part thereof, belonging or in any wise appertaining, together with free Ingress, Egress and Regress in and through the King's Highway there only unto and from the said Piece or Parcel of Ground, as in the said recited Indenture of Lease, wherein also divers other Covenants, Grants, Articles and Agreements are contained, relation being thereunto had, may more fully and at large appear: And for that the said Piece or Parcel of Ground or Garden-Plot doth now by Force and Virtue of the said recited Indenture of Lease remain as the proper Goods and Estate of the said H. T. and H. H. in common, without any Partition or Division, which is not the Meaning of them or either of them, but contrariwise, that they and each of them, their and each of their Executors, Administrators and Assigns, should and shall from henceforth be and remain sole and proper Owners of their several Parts of the said Piece or Parcel of Ground or

## Partition.

Garden-plot, and such Edifices and Buildings as now are thereupon erected, built and set up, at the equal Charges of the said *H. T.* and *H. H.* And the said *H. T.* and *H. H.* are contented and agreed that a perfect Partition and Division shall be made of the said Piece or Parcel of Ground and Premises by the said recited Indenture of Lease demised, and such Edifices and Buildings as thereupon are erected, built and set up in such Manner and Form as hereunder is expressed, that is to say, That the said Piece or Parcel of Ground, and such Edifices and Buildings, as thereupon are erected, built and set up, shall be divided in the Midst, by a strait Line directly drawn from the North to the South; and that the said *H. H.* his, &c. shall have and enjoy all that easterly Half-Part of the said Ground and Buildings which are situate and being towards, &c. And that the said *H. H.* his, &c. shall have and enjoy all the westerly Half-Part of the said Piece or Parcel of Ground and Buildings, which are situate and being towards, &c. and free Ingress, Egress, Regress, Course, Recourse, Passage and Way unto and from the same, by and through the Gate there standing and being on the East Part of the said Piece or Parcel of Ground at the North End thereof, and so directly over-thwart the Ground mentioned and appointed to be Part of and belonging to the said *H. T.* from Time to Time, and at all Times hereafter, and until the End, Expiration, or other Determination of so many Years of the said Term of, &c. as are now to come and unexpired, in and by the said recited Indenture of Lease mentioned to be granted as aforesaid: And the said *H. T.* &c. doth covenant, &c. to and with the said *H. H.* his, &c. and to and with every of them by these Presents, in Manner and Form following, that is to say,  
That



That he the said *H. H.* his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said westerly Parcel of Ground and Buildings above by these Presents mentioned and allotted to be belonging unto the said *H. H.* from the Day of the Date hereof, for and during, and unto the full End and Expiration of so many Years of the said Term of, &c. as are to come and unexpired, in and by the said recited Indenture of Lease granted as aforesaid, without any manner of Let, Suit, Trouble, Denial, Eviction, Expulsion, Forfeiture, Recovery or Interruption of or by the said *H. T.* his, &c. or of or by any other Person or Persons lawfully claiming, or which at any Time hereafter shall pretend, claim, or lawfully demand any Estate, Right, Title or Interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their Assent, Consent, Right, Title, Means, Sufferance or Procurement: And the said *H. H.* for, &c. doth covenant, &c. to and with the said *H. T.* his, &c. by these Presents, in Manner and Form following, that is to say, That he the said *H. T.* his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said easterly Parcel of Ground and Buildings above by these Presents mentioned and allotted to be belonging unto the said *H. T.* from the Day of the Date hereof, for and during, and unto the full End and Expiration of so many Years of the said Term, of, &c. as are to come and unexpired, in and by the said recited Indenture of Lease, granted as aforesaid, without any manner of Let, Suit, Trouble, Denial, Eviction, Expulsion, Forfeiture, Recovery or Interruption of or by the said *H. H.* his, &c. or of or by any other Person or Persons lawfully claiming, or

## Partition.

which at any Time hereafter shall pretend, claim, or lawfully demand any Estate, Right, Title or Interest of, in or to the same, by, from or under him, them or any of them, or by his or their, or any of their Assent, Consent, Right, Title, Means, Sufferance or Procurement. **And** further, the said *H. H.* *Esq.* doth covenant, *Esq.* to and with the said *H. T.* his, *Esq.* by these Presents, that he the said *H. H.* his, *Esq.* or some of them, at his or their, or some of their own proper Costs and Charges, shall and will from Time to Time, and at all Times during the said Term, well and sufficiently repair, uphold and maintain all that Part or Portion to him allotted of the said Piece or Parcel of Ground above-mentioned, and thereof shall acquit and discharge the said *H. T.* his, *Esq.* **And also** that he the said *H. H.* his, *Esq.* shall and will from Time to Time, and at all Times hereafter, during the Term of Years above-mentioned, satisfy and pay, or cause to be paid unto the said *H. T.* his, *Esq.* the yearly Rent of, *Esq.* at the four most usual Feasts, or Days of Payment, in the Year, that is to say, *Esq.* by even and equal Portions, for and in the Respect of his Part of the Rent reserved in and by the said Indenture of Lease: **And** further, That he the said *H. H.* his, *Esq.* or some of them, shall and will, from Time to Time, and at all Times hereafter, during the said Term, pay and discharge a rateable and proportionable Half-Part of all such Charges and Expences as shall be expended, disbursed and laid out in and about the Repairing, Making-up and Amending of the Bridge leading out of *L. Lane*, in the above-mentioned Premises: **And** if it shall happen the said yearly Rent of, *Esq.* or any Part thereof, to be behind and unpaid, in Part or in all, contrary to the Form aforesaid, being lawfully demanded, that  
then,

then, and at all Times hereafter, it shall and may be lawful to and for the said *H. T.* his, &c. or every or any of them, into and upon all that Part and Portion of the said Parcel of Ground above allotted, and appointed to be belonging to the said *H. H.* and into every Part thereof, wholly to re-enter, and the same to have, hold and enjoy to his and their own proper Use and Behoof: **And** the said *H. H.* his, &c. and all other Occupiers of the Premises, from thenceforth utterly to expel, put out and amove; this Indenture, &c. notwithstanding: **And** the said *H. T.* for himself, his, &c. doth covenant, &c. to and with the said *H. H.* his, &c. in Manner and Form following, *viz.* That he the said *H. T.* his, &c. or some of them, at his and their, or some of their own proper Costs and Charges, shall and will from Time to Time, and at all Times hereafter during the said Term, well and sufficiently repair, uphold, maintain and keep all that Part or Portion to him allotted of the said Piece or Parcel of Ground above-mentioned, and thereof shall acquit and discharge the said *H. H.* his, &c. **And also** that he the said *H. T.* his, &c. shall and will from Time to Time, and at all Times hereafter during the said Term, bear, pay and discharge a ratable and proportionable Half-Part of such Charges and Expences as shall be disbursed, laid out and expended in and about the Repairing and Amending of the Bridge leading out of, &c. into the above-mentioned Premises: **And further**, that he the said *H. T.* his, &c. shall and will satisfy and pay, or cause to be paid unto the said *H. H.* his, &c. the Sum of, &c. in Lieu and full Satisfaction of all such Sum and Sums of Money as the said *H. H.* for his Part, hath disbursed, or shall lay out and disburse in and about making and finishing of the Well, standing on the East

## Partition.

Side of the above-mentioned Parcel of Ground :  
**And** the said *H. T.* for himself, *Es.* doth covenant, *Es.* to and with the said *H. H.* his, *Es.* by these Presents, That he the said *H. T.* his, *Es.* shall and will from Time to Time, and at all Times hereafter pay, or cause to be paid unto the above-named Dame *D. S.* her, *Es.* Rent-Gatherers or Assigns, the yearly Rent of, *Es.* at the four most usual Feasts, or Days of Payment in every Year, or within the Time and Space of, *Es.* next ensuing every of the said Feast-Days, by even and equal Portions, and if it shall happen the same yearly Rent of, *Es.* to be behind and unpaid, in part and in all, contrary to the Form aforesaid, being lawfully demanded ; and that the said *H. H.* his, *Es.* shall not be found in Arrearages for Non-payment of his aforesaid Rent of, *Es.* or any Part thereof, that then, and at all Times hereafter, it shall and may be lawful to and for the said *H. H.* his, *Es.* and every or any of them, into and upon that Part or Portion of the said Parcel of Ground above allotted, and appointed to be belonging unto the said *H. T.* and into every Part thereof, wholly to re-enter, and the same to have, hold and enjoy, to his and their own proper Use and Behoof ; and the said *H. T.* his, *Es.* and all other Occupiers of the Premises, from thence utterly to expel, put out and amove ; this Indenture, *Es.* notwithstanding : **And** it is covenanted, granted, concluded, and mutually agreed upon, by and between the said Parties *H. T.* and *H. H.* for themselves, their several Executors and Administrators, and either of them, severally for himself, his Executors and Administrators respectively, doth covenant and grant, to and with the other of them, his Executors and Administrators, by these Presents, in Manner and Form following, (*viz.*) That if they the said *H. T.* and



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and *H. H.* or either of them, or the, &c. of them, or either of them, shall at any Time hereafter be minded to demise, let, or otherwise dispose of or put away their whole Estates of their several Parts of the said Piece or Parcel of Ground to them above severally allotted, or any Part thereof, that then he or they, or either of them, his or their, &c. being so minded to put away his or their Part of the said Piece or Parcel Ground so allotted to them, or either of them as aforesaid, shall and will give Notice in Writing of such Will or Determination to the other of them, his, &c. may have the Refusal thereof before any other, giving or paying unto him or them, that shall be so minded as aforesaid, so much lawful Money of *Great Britain*, as any other will (*bona fide*) give or pay for the same. In Witness, &c.

## Partition of Copartners.

**T**HIS Indenture, made, &c. between *R. C.* of the one Part, and *J. F.* of the other Part : Whereas the said Parties to these Presents have been of late Copartners together in the Trade of, &c. and by Reason of the said Joint Trade and Dealing divers Debts have become and are due and owing unto the said *R. C.* and *J. F.* for divers Goods and Wares ; and also the said *R. C.* and *J. F.* are and stand engaged for divers Sums of Money ; And whereas also the said Parties for divers good Reasons them moving, have concluded and agreed to put an End to their Joint Trade and Copartnership ; and the said *R. C.* is contented, and has agreed for the Consideration hereafter mentioned, to assign unto the said *J. F.* all the Debts and Sums of Money which are due and owing unto them

## Partition.

them the said *R. C.* and *J. F.* jointly : **And** the said *J. F.* hath likewise agreed and undertaken to discharge and pay all Debts and Sums of Money, which they the said *R. C.* and *J. F.* do jointly owe to any Person or Persons for or by reason of their said joint Trade or Copartnership. **Now** this Indenture witnesseth, that the said *R. C.* for the Consideration hereafter in these Presents mentioned, doth grant, assign and set over unto the said *J. F.* his Executors, Administrators and Assigns, all and singular such Debts and Sums of Money as are owing to him the said *R. C.* severally or jointly with the said *J. F.* for or concerning the said Joint Trade, and all his Right, Title, Interest, Property, Claim and Demand whatsoever, in and to the said Debts, or any of them ; and also all and singular Bills, Bonds, Specialties and Writings whatsoever, for and concerning the said Debts, and the late Copartnership between them ; all which said Debts are mentioned and expressed in a certain Schedule hereunto annexed ; **To have and to hold** all and every the said Debts, Specialties and Writings unto the said *J. F.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, without any manner of Account therefore to be given to him the said *R. C.* his Executors, Administrators or Assigns : **And** the said *R. C.* doth by these Presents give and grant to the said *J. F.* his Executors, Administrators and Assigns, full Power and Authority to ask, levy, recover and receive in the Name of the said *R. C.* by all such lawful Ways and Means as should be thought requisite by the said *J. F.* his Executors, Administrators or Assigns, all and singular the said Debts and Sums of Money expressed in the said Schedule, for and to the only Use and Behoof of the said *J. F.* his Executors, Administrators and Assigns, with-

without any Account to be made, had or given for the same, or any Part thereof: **And further,** That if the said R. C. or his Assigns, or any Person or Persons, by Virtue of any Power or Authority derived from them have at any Time heretofore received, released or discharged any of the said Debts or Sums of Money mentioned in the said Schedule (other than such Sums of Money as have been released by the Consent of the said J. F.) that then, and upon Notice given by the said J. F. his Executors, Administrators or Assigns, to the said R. C. his Executors, Administrators or Assigns, he the said R. C. his Executors or Administrators shall, within twenty Days next after such Notice given to the said R. C. or his, &c. satisfy and recompence the said J. F. or his, &c. for the same, without Fraud or Covin: **And** that he the said R. C. his Executors or Administrators, shall not at any Time or Times hereafter, wittingly or willingly do or suffer any Act or Thing to hinder, let or disturb him the said J. F. his Executors, Administrators or Assigns, in the Recovery, getting in, or obtaining the said Debts, or any of them: **And moreover,** That he the said R. C. his Executors and Administrators, shall and will, upon reasonable Request to him or them made by the said J. F. his Executors, Administrators or Assigns, make, seal and deliver to him or them such other sufficient Letter or Letters of Attorney, for the Recovery and getting in of the said Debts and Sums of Money, as by the said J. F. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; **In Consideration** whereof the said J. F. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said R. C. his Executors and Administrators, in Man-  
ner

## Partition.

ner and Form following (that is to say) That he the said *J. F.* his Executors or Administrators, shall and will at or before the, &c. procure and obtain to and for the said *R. C.* his Executors or Administrators, sufficient General Releases and other Discharges in Law, from all Creditors whose Names are in the Schedule hereunto annexed : And also that he the said *J. F.* his Executors or Administrators, shall and will at all Times for ever hereafter, save and keep harmless and indemnified the said *R. C.* his Executors or Administrators, against all and every Person and Persons whatsoever, to whom they the said *R. C.* and *J. F.* or either of them are indebted, touching or concerning the said Copartnership, and of and from all Actions, Suits, Costs, Damages, Charges, Judgments, Executions and Demands whatsoever, which shall at at any Time hereafter arise and come against the said *R. C.* his Executors or Administrators, or any of his or their Lands, Tenements, Goods or Chattels, or any Part thereof, for or by Reason of any Debts or Sums of Money owing, or for or by Reason of any Bill, Bond, Specialty, Promise or Contract, touching the said Copartnership. In Witness, &c.

Petitions.



## Petitions.

*For an Infant to sue by Prochien Amy.*

**To** the Right Hon. Sir *John Willes*, Knt.  
Lord Chief Justice of his Majesty's Court  
of *Common Pleas*, and to the rest of the  
Justices of the said Court.

The humble Petition of *A. B.* of \_\_\_\_\_  
in the County of \_\_\_\_\_

*Sheweth,*

**T**HAT your Petitioner having lately brought  
an Action in the said Court of *Common  
Pleas* against one *C. D.* late of \_\_\_\_\_ in the  
County of \_\_\_\_\_ in a Plea of *Trespass on the  
Case*; and your Petitioner being an Infant under  
the Age of Twenty-one Years, (to wit) of the  
Age of \_\_\_\_\_ Years,

Your Petitioner therefore humbly prays  
that he may be admitted to prosecute the  
said Action by *E. F.* of \_\_\_\_\_ in the  
County aforesaid, his next Friend.

*And your Petitioner shall ever pray.*

*A. B.*

Note; *The same Form will do in the King's  
Bench, mutatis mutandis.*

*E. F.,*

# Petitions.

*E. F.'s Consent, to be written under the  
Petition.*

**I** Do hereby consent and agree that the  
said *A. B.* may be admitted to prosecute the  
Action in the Petition above-mentioned, by me  
as his next Friend : And I hereby promise and  
agree to pay all Costs that shall or may happen  
for or on Account thereof : **As witness my**  
Hand,

*E. F.*

*Affidavit to support the Petition.*

*In the Common Pleas.*

Between  $\left\{ \begin{array}{l} A. B. \text{ Plaintiff,} \\ \text{and} \\ C. D. \text{ Defendant.} \end{array} \right.$

**W.** *W.* of ——— maketh Oath, That  
on the ——— Day of ——— last  
past, he this Deponent saw the Plaintiff subscribe  
his Name to the Petition hereunto annexed ; and  
on the same Day he this Deponent saw *E. F.*  
subscribe his Name to the Consent and Agree-  
ment under the said Petition written.

Sworn at — on —  
before me

*W. W.*

*P. Q.* a Commissioner.

To

*To admit an Infant to defend by  
Guardian.*

*To, &c. (as in the last Petition.)*

The humble Petition of C. D. of ——— in  
the County of ———

*Sheweth,*

**T**HAT an Action of ——— having  
been commenced in the said Court of  
——— against your Petitioner, at the Suit  
of one A. B. and that your Petitioner being under  
the Age of Twenty-one Years, (*to wit*) of the  
Age of ——— Years, —

Your Petitioner therefore humbly prays  
that he may be admitted to appear and  
make his Defence in the said Action by  
E. F. his Guardian.

*And your Petitioner shall ever pray.*

C. D.

E. F.'s Consent.

**I** DO hereby agree that the said C. D. may  
be admitted to appear, and defend the Action  
in the Petition above-mentioned, by me as his  
Guardian. And I hereby promise and agree to  
pay all Costs that shall or may happen for or  
on Account thereof: *As witness my Hand,*

E. F.

*Note ; The same Affidavit as before must be  
made to support this Petition.*

*The*

## Petitions.

*The Method of discharging a Prisoner for  
Insolvency.**Gaoler's Certificate.*

C. D. } **I** DO hereby certify, That *A. B.* the De-  
*against* } fendant, is now a Prisoner in my Custody,  
*A. B.* } as Keeper of the County Gaol of *Somerset*, at  
the Suit of *C. D.* charged in Execution for the  
Sum of 50 *l.* at the Suit of the said *C. D.* And  
I do further certify that the said *A. B.* is not  
charged with any other Action.

*B. D.*

Dated this — Day  
of — 1740.

*An Affidavit of the Gaoler's Signing the  
Certificate.*

In the Common Pleas.

Between } *C. D.* Plaintiff,  
and  
} *A. B.* Defendant.

**E.** *F.* of — Gent. maketh Oath, That  
he the said Deponent on the — Day  
of — saw *B. D.* the Keeper of the Gaol of  
the County of *Somerset*, sign or subscribe the  
Certificate hereto annexed.

*E. F.*

Sworn, &amp;c.

*Petition*



*Petition of the Defendant, without  
Stamps.*

To the Right Hon. Sir *John Willes*, Knt.  
Lord Chief Justice of his Majesty's Court  
of *Common Pleas* at *Westminster*, and to  
the rest of the Justices of the said Court.

The humble Petition of *A. B.*

*Sheweth,*

**T**HAT your Petitioner is a Prisoner in  
the Prison of *Ilchester* in the County of  
*Somerset*, charged in Execution ever since the  
Twenty-ninth Day of ——— at the Suit of  
*C. D.* by Virtue of a *Capias ad Satisfaciendum*,  
issuing out of this honourable Court, grounded  
upon a Judgment against your said Petitioner for  
the Sum of 19 *l.*

That your Petitioner hath, in a Schedule to  
this his Petition annexed, set forth a true and  
perfect Account of his whole Personal Estate  
(your Petitioner not having any Real Estate) and  
is minded to deliver up the same to his Cre-  
ditors, towards Satisfaction of the Debt he stands  
charged with.

Your Petitioner therefore prays he may  
have the Benefit of an Act of Parliament  
made in the third Year of the Reign of  
his present Majesty, Intituled, *An Act for  
Explaining and Amending an Act for Re-  
lief of Debtors, with Respect to the Im-  
prisonment of their Persons.*

Your Petitioner further prays this Ho-  
nourable Court to grant your Petitioner  
an

## Petitions.

an Order, directing the Keeper of the said Prison of *Ilchester* to cause your Petitioner to be brought to the next Assizes, to be held for the County of *Somerset*, on a Day within the said Assizes for that Purpose; and also directing your Petitioner's said Creditors, or their Attorney, at the same Time and Place, to appear and shew Cause why your Petitioner should not be discharged out of Custody, pursuant to the said Acts.

*And your Petitioner shall ever pray, &c.*

*Note; The Order which the Court makes to bring up Defendant at the Assizes must be served on the Plaintiff, or left at his House, Thirty Days before the said Assizes, otherwise it is not good.*

### *Defendant's Schedule of his Effects, without Stamps.*

**A** True and perfect Account of the whole Personal Estate and Effects of *A. B.* of — Inn-holder, the said *A. B.* having no Real Estate, now a Prisoner in the Prison or Gaol of *Ilchester* in the County of *Somerset*, charged in Execution at the Suit of *C. D.* for the Sum of 19 *l.* the said Account being of some House-hold Goods and Debts due from the Persons following to the said *A. B.*

Imprimis,

*Here write the Schedule.*

*An*

*An Affidavit of Notice of Petitioning, and  
of Service of Copy of Schedule.*

Note ; *It may be without a Stamp.*

In the *Common Pleas.*

Between } *A. B. Plaintiff,*  
              } *and*  
              } *C. D. Defendant.*

**I** B. of T. in the County of S. Gent. maketh  
Oath, That on the — Day of —  
he did deliver to the said *A. B.* the Plaintiff  
in this Cause, a Paper-writing, purposing Notice  
to him the said *A. B.* that the said Defendant  
*C. D.* did intend to petition this honourable  
Court the First Day of the next *Trinity* Term, or  
so soon after as Counsel could be heard, to have  
the Benefit of the several Acts of Parliament  
made in the Second and Third Year of his pre-  
sent Majesty's Reign, the one Intituled, *An Act*  
*for the Relief of Debtors, with Respect to the*  
*Imprisonment of their Persons* : The other, In-  
tituled, *An Act for explaining and amending the*  
*said Act*, saith, That he this Deponant did, at  
the same Time he gave the said *C. D.* the said  
Notice, deliver unto him a true Copy of the  
Account or Schedule of the Effects of the said  
Defendant, which he intended to deliver to this  
honourable Court.

*J. B.*

*Sworn at, &c.*

*An*

## Petitions.

*An Affidavit in Order to obtain Letters Patent for the Sole use of an Invention.*

**B.** H. of, &c. maketh Oath, That J. H. her late Husband was the first and only Inventor and Maker of ——— and that no Person had attempted to make the same in this Kingdom before her said Husband, to the best of this Deponent's Knowledge and Belief.

B. H.

Sworn the — Day of —  
at the Publick Office, be-  
fore me,

R. H.

*A Petition to the King for Letters Patent for the sole Use of an Invention.*

To the King's most excellent Majesty.

The Humble Petition of B. H. Widow and  
sole Executrix of J. H. lately deceased,

Sheweth,

**T**HAT her said late Husband having for many Years carried on ——— in ———  
(and so set forth the Nature and Use of the Invention, and your Trouble and Expence in bringing it to Perfection.)

Wherefore your Petitioner (whom he has left sole Executrix) makes this her humble Application to your Majesty, (in regard to the great Advantages arising in



## Promissory Notes, &c.

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in this Kingdom from the said Invention, and to the great Expences, and many Years Labour, as well of her said late Husband as her own, to render the same perfect and compleat) That your Majesty will be graciously pleased to grant to your Petitioner, your Royal Letters Patent to secure the sole Use and Benefits thereof to her and her Assigns for the Term of 14 Years,

*And your Petitioner shall ever pray, &c.*

B. H.

## Promissory Notes, &c.

*A promissory Note payable on Demand.*

**I** Promise to pay to Mr. W. S. or Order — *l.*  
on Demand, for Value received

per me W. T.

            
L. 000

*The like payable six Months after Date.*

**I** Promise to pay to Mr. G. W. or Order — *l.*  
six Months after Date, for Value received

per me O. F.

4  
Another

## Promissory Notes, &amp;c.

*Another payable at different Times, by two Persons jointly and severally.*

**W**E do hereby jointly and severally promise to pay to Mr. *L. M.* or Order, — *l.* in Manner following, to wit, — *l.* Part thereof on — next, and — *l.* Residue thereof on — next, for Value received

per me *C. D.*

*And these Words may be added.*

**A**ND in Default of Payment of the said first mentioned Sum of — on the — as aforesaid, the whole shall be deemed to be then due, for Value received

per me *C. D.*

*An Indorsement thereon.*

**P**AY the within Contents to *T. W.* or Order,

*L. M.*

## Protections.

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### *An Inland Bill of Exchange.*

S I R,

**T**WO Months after Date (or at Sight,  
&c.) pray pay to Mr. E. F. or Order  
— l. as by Advice from

*Your humble Servant,*

F. G.

To Mr. O. P. Merchant }  
in London.

## Protections.

*By a Peer.*

**K**NOW all Men by these Presents, That  
I T. Lord A. Baron, &c. ——— Have  
employed and retained the Bearer hereof C. D.  
Gent. as my Servant in and about my Affairs  
and Occasions of ——— during this present Ses-  
sions of Parliament; and I do hereby will and  
require all Persons to forbear to arrest, attach or  
imprison him the said C. D. but to permit and  
suffer him peaceably and quietly to go about his  
Business aforesaid at his Pleasure, without any  
Molestation or Disturbance, as they will answer  
the contrary at their Peril. Given under my  
Hand and Seal, the — Day of — 1740.

L

By

*By a Foreign Minister.*

**J. C. A. J.** Resident from his Majesty the King of ——— at the Court of Great Britain, do hereby certify whom it may concern, that the Bearer hereof O. B. is my Domestick Servant, in Quality of ——— And therefore all Officers, Civil and Military, are hereby required not to arrest, molest or trouble the said O. B. as they will answer the contrary at their Peril, in Pursuance of the Statute in that Behalf made. Given under my Hand and Seal of Arms, this ——— Day of ———

*C. A. J.*

*To all Mayors, Sheriffs,  
Under-sheriffs, Bai-  
liffs, Marshals, Of-  
ficers, and all others  
whom it doth and may  
concern.*



## Recoveries.

*Præcipe for a Dedimus Potestatem, for first Vouchee.*

Somerset, ff. **C**ommand A. B. Gent. (*the Tenant*) that justly, &c. he render to C. D. Gent. (*the Demandant*) one Messuage, &c. (*mentioning the Parcels. Vide Tit. Fines.*) with the Appurtenances in E. which he claimeth, &c.

|                                                                 |   |             |   |                                                         |
|-----------------------------------------------------------------|---|-------------|---|---------------------------------------------------------|
| Dedimus Potestatem<br>for J. W. and<br>E. his Wife<br>Vouchees, | } | Directed to | } | Sir O. F. Kt.<br>P. Z. Esq;<br>R. S. ?<br>T. U. } Gent. |
|-----------------------------------------------------------------|---|-------------|---|---------------------------------------------------------|

*And if for second Vouchee, say,*

|                                                                                                                       |   |                                                                         |
|-----------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------|
| J. W. ( <i>the first Vouchee</i> )<br>whom A. B. ( <i>the Tenant</i> )<br>calls to Warranty, fur-<br>ther calls E. F. | } | Dedimus Potestatem<br>for E. F. directed<br>to &c. ( <i>as above.</i> ) |
|-----------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------|

*And likewise if for the Tenant, say,*

|                                       |   |               |
|---------------------------------------|---|---------------|
| Dedimus Potestatem for the<br>Tenant. | } | Directed, &c. |
|---------------------------------------|---|---------------|

*When the Dedimus Potestatem is sent you into the Country, make a Copy of your Præcipe on Parchment and write the Warrant of Attorney under it, and the Caption of the Commissioners thus:*

## Precipe.

Somersetshire, ff. **C**ommand *A. B.* Gent.  
That justly, &c. he render to *C. D.* Gent. one Messuage, &c. ———  
with the Appurtenances in *E.* which he claimeth,  
&c.

## Warrant of Attorney for the Tenant.

Somersetshire, ff. **A.** *B.* (the Tenant) appoints in his stead *W. P.* and *A. F.* his Attornies, jointly and severally against *C. D.* (the Demandant) to gain or lose in a Plea of Land.

**Taken** and acknowledged on  
—— the —— Day of ——  
in the —— Year of the  
Reign of King George the  
Second,

Before *R. S.**T. V.*

*A Warrant of Attorney for the Vouchee is  
made thus :*

For the  
Vouchee.

Somersetshire, ff. **J.** *W.* and *E.* his Wife  
(Vouchee) whom *A. B.*  
(Tenant) calls to Warranty, appoints in their  
stead, &c. (as above.)

The Commissioners having taken the Acknowledgment of the Warrant of Attorney, annex the Dedimus and Warrant together, and Indorse on the back of the Dedimus the Return thus :

The

## Releases.

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The Execution of this Writ (or Commission) appears in a certain Schedule hereto annexed,

R. S.

T. U.

Which being done and sent up, the Agent makes out a Præcipe at Bar, and proceeds thereon.

## Releases.

A General Release from one to one.

**I** R. D. all Men by these Presents, That I A. B. of — have remised, released and for ever discharged, and by these Presents do for me, my Heirs, Executors, and Administrators, remise, release and for ever discharge B. C. of — his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Bonds, Bills, Specialties, Covenants, Contracts, Controversies, Agreements, Promises, Variances, Damages, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equiry, which against the said B. I ever had, now have, or which I, my Heirs, Executors or Administrators hereafter can, shall, or may have, for, upon, or by Reason of any Matter, Cause or Thing whatsoever from the Beginning of the World to the Day of the Date of these Presents. In Witness, &c.

L 3

Two

*Two to One.*

\_\_\_\_\_ That we *A. B.* of, &c. \_\_\_\_\_  
 and *C. D.* of, &c. \_\_\_\_\_ have and either of us  
 hath remised, &c. \_\_\_\_\_ and by, &c.  
 \_\_\_\_\_ do, and either of us doth for us,  
 and either of our Heirs, Executors and Ad-  
 ministrators, remise, &c. \_\_\_\_\_ which against  
 the said *E.* we, or either of us ever had, now  
 have, or which we, or either of us, our, or  
 either of our Heirs, &c. \_\_\_\_\_ hereafter can,  
 &c.

*One to Two.*

\_\_\_\_\_ That I, &c. \_\_\_\_\_ discharge *C. D.* of,  
 &c. \_\_\_\_\_ and *E. F.* of, &c. \_\_\_\_\_ and  
 either of them, their and either of their Heirs,  
 Executors and Administrators of and from, &c.  
 which against the said *C.* and *E.* or either of  
 them, I ever had, &c. \_\_\_\_\_

*Three to One.*

\_\_\_\_\_ That we *A. B.* of, &c. \_\_\_\_\_ *C. D.*  
 of, &c. \_\_\_\_\_ and *E. F.* of, &c. \_\_\_\_\_ have,  
 and either, and every of us hath remised, &c.  
 \_\_\_\_\_ and by, &c. \_\_\_\_\_ do, and either and  
 every of us doth for us, either and every of us,  
 our, either, and every of our Heirs, &c. \_\_\_\_\_  
 which against the said *G.* we, either, or any of  
 us ever had, now have, or which we, or either  
 or any of us, our, or either, or any of our  
 Heirs, &c. \_\_\_\_\_



## One to Three.

— That I, &c. — discharge C. D. of  
&c. — E. F. of, &c. — and  
G. H. of, &c. — either and every of  
them, their, either and every of their Heirs,  
&c. — which against the said C. E.  
G. either or any of them, I ever had, &c.

## *A Release in Pursuance of an Award.*

— And by these Presents (according to and  
in Pursuance of a certain Writing of Award  
indented, bearing Date — made and  
given under the Hands and Seals of —)  
do — for, upon or any ways concerning  
— in the said — Award men-  
tioned, and every or any Part thereof —  
*You may add the General Words, if you think fit.)*  
And from all, &c.

## *To an Executor for a Legacy.*

**W**hereas A. B. of — deceased,  
in and by his last Will and Testament  
in Writing, bearing Date on or about —  
did (amongst other Legacies and Bequests therein  
contained) give and bequeath unto me B. B. his  
Son, several Legacies therein mentioned, to wit,  
the Sum of — and — and the  
said A. B. by his said Will made and constituted  
C. B. and K. B. Executors thereof: ~~Now know~~  
all by these Presents, That I, the said B. B.  
do hereby confess and acknowledge that I have  
had and received of the said C. B. and K. B.

## Release

the said several Legacies to me given by the said A. B. and therefore I do by these Presents acquit, release and discharge the said C. B. and K. B. of and from all Legacies, Dues, Duties and Demands whatsoever, which I, my Executors or Administrators may have, claim, challenge or demand, of or against them, or either of them, by Virtue of the last Will and Testament of the said A. B. my said late Father deceased. In Witness, &c.

*By Church-wardens and Overseers of the Poor, to an Executor for a Legacy given for the Use of the Poor.*

Therein contained) appoint the Sum of \_\_\_\_\_ to be paid to the Church-wardens and Overseers of the Poor of the Parish of \_\_\_\_\_ to be by them placed out at Interest, and the Interest thereof to be applied in \_\_\_\_\_ for the Poor of the said Parish for ever, and appointed E. B. sole Executor of his said Will: Now know all by these Presents, That we whose Names are under-written, being the Church-wardens and Overseers of the Poor, of the said Parish of \_\_\_\_\_ do hereby confels, &c. (as above, Mutatis, Mutandis) which we, our Successors, Executors or Administrators, &c. \_\_\_\_\_

*Another to an Executor in Trust.*

Did give, devise and bequeath unto C. D. (whom he appointed Executor of the said Will) in Trust that the said C. D. should pay unto me T. B. his only Child \_\_\_\_\_ per Ann. by quarterly Payments till I should

should attain the Age of 21 Years, or Marry, and then that I should enjoy the Profits of the Remainder of his Estate as in and by the said Will more plainly appears: And whereas the said C. D. did accept of the said Executorship and Trust, and I the said T. B. have attained the Age of 21 Years, and the said C. D. hath now made up an Account with me the said T. B. of all Monies received and paid by the said C. D. and of all Transactions in Pursuance of the said Executorship and Trust, and hath not only paid me the Balance of such Accounts, but hath also delivered him all Writings and Papers belonging to the Estate of the said A. B. Now know all by these Presents, That I the said T. B. being fully satisfied in the Premises, have remised, released and for ever discharged, and do hereby remise, release and for ever discharge the said C. D. his Executors and Administrators of and from all Reckonings, Accounts and Sums of Money by him had or received, in Pursuance of the said Will or Trust, or by means of his being Executor of the Will and Testament of the said A. B. and of and from all other Reckonings, Accounts and Demands whatsoever, from the Beginning of this World to the Day of the Date hereof. In Witness, &c.

To a Guardian.

Know all Men by these Presents, That L. M. of ——— Son and Heir of ——— deceased, hath remised, released and for ever quitted-claim, and by these Presents doth remise, release, and for ever quit-claim unto B. H. of ——— his Guardian, all and all manner of Action and Actions, Suits, Reckonings, Accounts, Debts, Dues and Demands whatsoever, which he the said L. M. ever had, now hath, or which he, his Executors

## Releases.

cutors or Administrators, at any Time hereafter can or may have, claim or demand against the said *B. H.* his Executors or Administrators, for, touching or concerning the Management and Disposition of any of the Lands, Tenements, or Hereditaments of the said *L. M.* situate, &c. \_\_\_\_\_ or any Part thereof, or for or by Reason of any Money, Rents, or other Profits by him received out of the same, or any Payments made thereof during the Minority of the said *L. M.* or by Reason of any Matter Cause, or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. *In Witness, &c.* \_\_\_\_\_

## Release of a Trust.

**I** D all to whom this present Writing shall come, I *A. B.* of \_\_\_\_\_ send Greeting: *Whereas* by one Indenture bearing Date the \_\_\_\_\_ made between, &c. \_\_\_\_\_ (*here recite the Deed*) in which said Indenture, I the said *A. B.* do hereby declare, that my Name was only used in Trust for the Benefit and behoof of *C. D.* of \_\_\_\_\_ *Now know ye,* That I the said *A. B.* in Discharge of the Trust reposed in me, at the Request of the said *C. D.* have remised, released and surrendered, assigned and set over, and by these Presents, for me, my Executors and Administrators, do freely and absolutely remise, release, surrender, assign and set over unto the said *C. D.* his Executors, Administrators and Assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, Privilege and Demand whatsoever, which I the said *A. B.* have, or may have, or claim, of, in, or to the said Premises, or of and in any Sum of Money, or other Matter or Thing whatsoever in the said Indenture



indenture contained, mentioned and expressed, so that neither I the said *A. B.* my Executors or Administrators, or any of us, at any Time hereafter, shall or will ask, claim, challenge or demand any Interest, Use, Benefit, Trust, Privilege or other Thing, in any Manner whatsoever, by Reason or Means of the said Indenture, or any Covenant therein contained, but thereof, and therefrom, and from all Actions, Suits, and Demands, which I, my Executors, Administrators or Assigns, may have concerning the same, shall be utterly excludcd and for ever debarred by these Presents. *In Witness, &c.*

*A Release of Equity of Redemption on a Mortgage.*

**W**hereas *A. B.* of \_\_\_\_\_ by this Indenture of Lease dated \_\_\_\_\_ which was in the \_\_\_\_\_ Year of the Reign of \_\_\_\_\_ for the Considerations therein mentioned, did demise to *R. A.* All that, &c. \_\_\_\_\_ situate, lying and being in \_\_\_\_\_ To hold to him the said *R. A.* his Executors, Administrators and Assigns, for the Term of 99 Years, if he, *J.* his Wife, then *M. A.* and now *M. T.* Widow, and *W. A.* Son of the said *R. A.* should so long live: And whereas the said *R. A.* by Indenture dated the \_\_\_\_\_ mortgaged the said Premises to *M. H.* Widow deceased, for the Residue of the said Term, for securing 50 *l.* and Interest: And whereas *G. G.* of \_\_\_\_\_ is become lawfully intituled to the said Mortgaged Premises, and Monies thereby secured: And whereas the said *R. A.* my Father and *W. A.* my Brother, are since Dead, whereby I the said *M. T.* am intituled to the Equity of Redemption of the said Mortgaged Premises: And whereas neither the

*Recital of Lease.*

*Mortgage.*

*Person now*

*intituled to*

*the Pre-*

*misses.*

*Mortga-*

*gor, &c.*

*dead.*

*Mortgage* said Principal Sum of 50 l. nor the Interest thereof Money and hath been paid, so that there is more Money Interest not due on the said Security, than the said Mortgage paid.

*Release.*

*Covenant  
for peace-  
able En-  
joyment.*

gaged Premises are worth: Now know all by these Presents, That I the said M. T. in Consideration of the Premises, and of 5 s. in Money to me in Hand paid by the said G. G. the Receipt whereof I do hereby acknowledge, Have remised, released and forever quitted claim, and by these Presents, do for me, my Executors, Administrators and Assigns, remise, release, and for ever quit claim unto the said G. G. all the Estate, Right, Title, Interest, Equity of Redemption, Property, Claim and Demand, which I the said M. T. have, or can, or may pretend to have in the said Mortgaged Premises, or any Part thereof. And I the same M. T. do by these Presents, for my self, my Executors, Administrators and Assigns, covenant with the said G. G. his Executors, Administrators and Assigns, that he the said G. G. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times during all the Rest and Residue of the said Term of 99 Years, peaceably and quietly have, hold, and enjoy all and singular the Premises with the Appurtenances, to his and their proper Use and Benefit, without the Let, Suit, Trouble, Hindrance, Molestation or Interruption of me the said M. T. my Executors, Administrators, or Assigns, or of any Person or Persons whatsoever, claiming or to claim, by, from or under me, or by, from or under R. N. my late Father and W. my late Brother deceased.

In Witness whereof, I the said M. T. have hereunto set my hand and seal, at London, the 10th day of June, 1700.

the said Principal sum of 1000 l. not the Interest thereof  
 Money and hath been paid, so that there is more Money  
 due on the said Annuity.

*Of an Annuity*

**T**o all to whom these Presents shall come:

We N. B. of ~~the County of Middlesex~~ and A. B. of ~~the County of Middlesex~~

send Greeting: **W**hereas J. B. of ~~the County of Middlesex~~ by

his Deed indented, bearing Date the ~~10th~~ day of ~~the~~

for the Consideration therein mentioned, did give

and grant unto W. L. and R. B. of ~~the County of Middlesex~~ one

Annuity, or yearly Rent of ~~100 l.~~ to be issuing

and payable out of all and singular the Manors,

Messuages, Lands and Tenements of him the

said J. B. called ~~the~~ situate, ~~in~~ To have,

hold, receive and enjoy the said Annuity, or

yearly Rent of ~~100 l.~~ to the said W. L. and

R. B. their Executors, Administrators or Assigns,

for and during the natural Life of the said J. B.

payable to them the said W. L. and R. their Ex-

ecutors and Assigns, at ~~the~~ during the said

Term, as by the said Indenture may and doth

more fully appear: **A**nd whereas, since the

making the said Deed the said W. L. is dead,

and the said R. B. him survived: **A**nd whereas

the said R. B. by his Deed indented, bearing

Date the ~~10th~~ for the Considerations therein

mentioned, did grant, bargain, sell, assign and

set over the said Annuity, or yearly Rent of

~~100 l.~~ unto us the said N. B. and A. B. our

Executors and Assigns: **T**o have, hold, receive

and enjoy the same, for and during the Term

of ~~100 years~~ from thence next ensuing, and fully

to be compleat and ended, if the said J. B.

should so long live, as in and by the said

recited Indenture may more fully appear: **N**ow

know ye, That he the said N. B. and A. B.

for and in Consideration of the Sum of ~~1000 l.~~

to us in Hand paid, at and before the Sealing

and Delivering of these Presents, by G. S. of

~~the County of Middlesex~~ and

*Recital of  
Grant of  
Annuity.*

*Death of  
one Gran-  
tee.*

*Assignment  
of Annuity.*



## Releases.

— and R. G. of — the Receipt where-  
of we do hereby confess and acknowledge, have  
remised, released, and for ever quitted Claim,  
and by these Presents for us, and either of us,  
our, and either of our Executors and Assigns,  
and every of us, do fully, clearly and absolutely  
remise, release, and for ever quit-claim unto the  
the said G. S. and R. G. their Executors, Ad-  
ministrators and Assigns, and every of them, as  
well the said Annuity, or yearly Rent of —  
before-mentioned, and every Part and Parcel  
thereof, and all Rents, Arrearages of Rents, Pe-  
nalties, *Nomine Penae's* and Distresses whatsoever,  
at any Time or Times heretofore due or for-  
feited, by Reason of the Non-payment of the said  
Annuity, or yearly Rent of — or any  
Part or Parcel thereof; as also all the Estate,  
Right, Title, Interest, Property, Claim or De-  
mand whatsoever, which we the said N. B. and  
A. B. or either of us, our, or either of our Ex-  
ecutors, Administrators or Assigns now have,  
may, might, should or ought to have or claim,  
of, in and to the said Annuity, or yearly Rent  
of — above-mentioned, or any Part thereof,  
by Force and Virtue of the said several Deeds  
or Indentures above-recited, or either of them,  
or otherwise howsoever; To have and to hold  
the said Annuity, or yearly Rent of — and  
every Part thereof, with the Appurtenances, un-  
to the said G. S. and R. G. their Executors,  
Administrators and Assigns, for and during the  
Rest, Residue and Remainder of the said Term  
of — now to come and unexpired, in such  
Manner, so as neither we the said N. B. and  
A. B. or either of us, our, or either of our Ex-  
ecutors, Administrators or Assigns, or any of  
us, shall or may at any Time or Times hereafter  
ask, claim, challenge or demand any Estate,  
Right, Title or Interest in or to the same An-  
nuity,



nunity, or yearly Rent of — or any Part thereof; but thereof and therefrom, and from all Actions, Suits, Titles and Demands concerning the same, shall be for ever debarred by these Presents. In witness, &c.

*A Release of Title to Lands.*

**I** D all, &c. — Know ye, That R. C. of, &c. — for divers good Causes and Considerations him hereunto moving, hath remised, released, and for ever quit-claimed, and by these Presents for himself and his Heirs, doth fully, clearly and absolutely remise, release, and for every quit-claim unto J. F. of, &c. — in his full and peaceable Possession and Seisin thereof now being, and to his Heirs and Assigns for ever, All such Right, Estate, Title, Interest and Demand whatsoever, as he the said R. C. had or ought to have, if these Presents had never been made, of, in or to all that, &c. — and, &c. — by any Ways or Means whatsoever; To have and to hold all the said, &c. unto the said J. F. his Heirs and Assigns, to the only Use and Behoof of the said J. F. his Heirs and Assigns for ever; so that neither he the said R. C. nor his Heirs, nor any other Person or Persons, for him or them, or in his or their Names, or in the Name, Right or Stead of any of them, shall or will, by any Ways or Means hereafter, have, claim, challenge or demand any Estate, Right, Title or Interest of, in or to the said Premises, or any Part or Parcel thereof; but from all and every Action, Right, Estate, Title, Interest or Demand of, in or to the said Premises, or any Part thereof, they and every of them shall be utterly excluded and barred for ever by these Presents. And also, &c.

(adding

## Release.

(adding a Covenant to discharge, &c. and for further Assurance, &c.)

Of a Bond, it being lost or mislaid.

**I**D all to whom these Presents shall come ;  
 I M. L. of ——— send Greeting : Whereas  
 R. L. S. L. and J. W. by their Bond or Obligation, bearing Date, &c. (*recite the Bond*) as by the said Obligation and Condition may appear : And whereas the Sum of ——— mentioned in the said Bond, with all the Interest for the same, is well and truly satisfied and paid unto me the said M. L. in full Discharge of the said recited Obligation : And whereas the said Obligation is lost, or at present mislaid, so that it cannot be found to be delivered up to the said R. L. to be cancelled : Now know all by these Presents, That I the said M. L. for the Considerations aforesaid, have remised, released and quitted-claim, and by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit-claim unto the said R. L. S. L. and J. W. and every of of them, their and every of their Heirs, Executors and Administrators, as well the said recited Obligation, and all such Sums of Money as are therein mentioned to be due and payable unto me the said M. L. my Executors, Administrators or Assigns, as also all Actions, Suits, Cause and Causes of Action, Accounts, Debts, Reckonings, Sums of Money, Judgments, Executions and Demands whatsoever, which I the said M. L. ever had, now have, or that I, my Executors, Administrators or Assigns, or any of us can or may have, for or against the said R. L. S. L. and J. W. or any of them, their, or any of their Executors, Administrators or Assigns, for or by

by Reason of the said recited Obligation, or any other Matter, Cause or Thing whatsoever concerning the same, from the Beginning of the World to the Day of the Date hereof. In Witness, &c.

*For Money decreed in Chancery.*

**I** P. D. all by these Presents, That I **H. P.** of \_\_\_\_\_ do hereby acknowledge to have had and received of **J. B.** the full Sum of \_\_\_\_\_ of lawful *British* Money, adjudged to be paid unto me by a Decree of the High Court of Chancery, made the \_\_\_\_\_ Day of \_\_\_\_\_ in a Cause there depending between me the said **H. P.** Complainant, and the said **J. D.** Defendant, being in full of all Matters in Question and Demand in the said Cause; and I do for my self, my Executors and Administrators, acquit, release, exonerate and discharge the said **J. B.** his Executors and Administrators, of and from the said \_\_\_\_\_ and every Part thereof, and of and from all Interests, Costs, Damages and other Demands, for, touching or concerning the same. In Witness, &c.

*A Release to one who paid 20 l. to be freed from keeping a Bastard Child.*

**I** P. all to whom these Presents shall come, Greeting: **A. B.** of \_\_\_\_\_ the now Overseers of the Poor of the Parish of **B.** send Greeting: Whereas a Bastard Child was born in the said Parish of **B.** and begotten on the Body of **H. E.** and is become chargeable to the said Parish: And whereas **R. C.** of \_\_\_\_\_ is adjudged the reputed Father thereof: And  
Whereas

## Releaser.

Whereas it is agreed by and between the said *A. B.* and *C. D.* and the rest of the Inhabitants of the said Parish of *B.* and the said *R. C.* That for and in Consideration of the Sum of 20 *l.* of lawful Money of Great Britain, to be paid to us the Overseers of the Poor of the said Parish, by the said *R. C.* We the said Overseers, and our Successors, and the rest of the Inhabitants of the said Parish, should provide for, take care of and maintain the said Child, and save harmless and indemnify the said *R. C.* of and from the Keeping and Maintaining the same, and of and from all Taxes, Charges and Payments now already, or hereafter to be taxed or charged upon the said *R. C.* for and in Respect thereof: *Now know ye,* That we the said *A. B.* and *C. D.* have, according to, and in full Performance of the said Agreement, had and received of the said *R. C.* the Sum of 20 *l.* and do, by and with the Consent and Direction, and for and on the Behalf of our selves, and the rest of the Inhabitants of the said Parish, acquit, release, and for ever discharge him the said *R. C.* from the said Sum of 20 *l.* and from the Keeping or Maintaining the said Child, and of and from all Taxes, Charges, and Payments now or hereafter to be charged or taxed upon him the said *R. C.* for or concerning the same. In Witness, &c.

*A mutual General Release by Indenture.*

**T**HIS Indenture made, &c. between *A. B.* of, &c. — of the one Part, and *C. D.* of, &c. — of the other Part, witnesseth, That the said *A. B.* hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto



## Releases.

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unto the said C. D. all Actions and Causes of Action, Trespasses, Obligations, Accounts, Promises, Debts, Judgments, Executions, Damages, Claims and Demands whatsoever, from the Beginning of the World unto the Day of the Date of these Presents. And this Indenture further witnesseth, That the said C. D. hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto the said A. B. all Actions and Causes of Action, &c. (as before) unto the Day of the Date of these Presents. In Witness, &c. —

## Of Errors.

**I** R E M I S E all by these Presents, That I A. B. of — do remise, release, and for ever quit-claim unto C. D. of — all and all manner of Errors, Misprisions, Misentries, Defects and wrongful Pleadings and Proceedings whatsoever made, committed, omitted, and done in, about, or concerning one Judgment for — Debt, together with Costs of Suit, by him obtained against me in his Majesty's Court of — at Westminster, in — Term now last past; and also all and every Writ and Writs of Error and Errors whatsoever concerning the same. In Witness, &c.

## A Discharge of an Apprentice from his Indentures.

**I** D O all, &c. A. B. of, &c. send Greeting: Recital of  
Whereas C. D. Son of E. F. of, &c. — Indentures  
did by his Indenture of Apprenticeship, bearing of Appren-  
Date. — put himself Apprentice unto A. B. ticeship.  
of,

*Of Assign-  
ment to  
another  
Master.*

*Of a Dis-  
ference be-  
tween Ma-  
ster and  
Apprentice  
referred to  
Arbitra-  
tion.*

*Indentures  
cancelled.*

*Where no  
Arbitra-  
tion.*

*Release.*

of, &c. — for the Term of — from the Date thereof, as by the said Indenture may appear: **And** whereas the said C. D. was afterwards turned over, or assigned to G. H. of &c. — as by an Indorsement on the said Indenture may also appear: **And** whereas Differences have arisen between the said G. and B. and the same were referred and submitted to the Judgment and Determination of — who upon hearing the said Matters have adjudged and ordered that the said G. shall return and pay back — i. e. referred to the said E. the Father, and thereupon the said Indentures of Apprenticeship are to be delivered up to each Party, and cancelled: **And** whereas, in Pursuance of the said Award, or Order, the said G. hath paid back the said Sum of — and the said Indentures are delivered up and cancelled, (but if there has been no Arbitration, say, **And** whereas the said G. at the Request of the said E. the Father, and C. the Apprentice, hath discharged the said C. from his Service, and the said Indentures are delivered up by the said Parties, and cancelled :) **Now** therefore know ye, that the said G. hath remised, released, and for ever discharged, and by these Presents doth for himself, his Heirs, Executors and Administrators, remise, release, and for ever discharge the said E. and C. of and from the said Indentures of Apprenticeship, and all Service and other Matters and Things therein contained, on their or either of their Parts to be performed, and of and from all Actions and Causes of Action, Suits, Specialties, Covenants, Contracts, Agreements, Claims and Demands whatsoever, for or concerning the said Indentures of Apprenticeship, or by Reason of any other Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. **In** Witness, &c. —

*Another*

Release.

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*And whereas from an Apprentice and his Father, to the Master.*

*Whereas, &c. (the Recital) from*  
therefore know ye, that the said E. the Father  
and C. the Apprentice have, and each of them  
hath remised, &c. the said G. of and  
from, &c. on his Part to be performed, and  
of all Actions, &c. for or concerning the  
said Indentures of Apprenticeship, or any Cove-  
nant or Thing therein contained on the Part of  
the said G. to be performed, for or concerning  
the Residue of the Money given and paid in  
Consideration of the said G. being taken Appren-  
tice as aforesaid, or for, upon, or by Reason of  
any other Matter, &c.

*A Renunciation or Disclaimer of Execu-  
torship.*

**T**HIS Indenture Tripartite, made the  
between M. M. of \_\_\_\_\_  
of the first Part, J. B. of \_\_\_\_\_ of the  
second Part, and C. K. of \_\_\_\_\_ of the third  
Part: *Whereas* A. K. late of \_\_\_\_\_ duly  
made and published her last Will and Testament  
in Writing, bearing Date the \_\_\_\_\_ and thereby  
devised, &c. to the said C. K. and made the  
said J. B. and M. M. Executors and Trustees, as  
in and by the said Will may more fully appear:  
*And whereas* the said A. K. soon after the  
making the said Will died, and the said M. M. *Testator's*  
hath refused to accept the said Executorship and  
Trust, and never acted therein; but the said  
J. B. alone proved the said Will, and took  
upon him the Execution thereof: *Now this*

*Inden-*

## Revocations.

Indenture witnesseth, That the said *M. M.* as a farther Declaration thereof, doth by these Presents renounce and disclaim the said Executorship, and doth likewise by these Presents remise and release unto the said *J. B.* his Executors and Administrators, all her Estate, Right, Title and Interest, in and to the said Premises, by Virtue of the said recited Will, or otherwise howsoever. In Witness, &c. —

## Revocations.

### *Of a Letter of Attorney.*

**I** D all to whom these Presents shall come, I *R. C.* of ——— send Greeting: Whereas I the said *R. C.* on Trust and Confidence which I had, and did place in *P. P.* of ——— did by my Letter of Attorney constitute and make the said *P. P.* my Attorney, for Recovery of all Debts and Sums of Money whatsoever due unto me the said *R. C.* as by the said Letter of Attorney more fully appears: Now know ye, That I the said *R. C.* for that the said *P. P.* hath, by Colour of the said Authority to him given, behaved himself greatly to my Hindrance, contrary to the Trust and Confidence I reposed in him, have revoked, countermanded and made void, and by these Presents do revoke, countermand and make void the said Letter of Attorney, and all Power and Authority thereby given to the said *P. P.* In Witness, &c. —



# **Tickets.**

## ***A Subpœna Ticket for Witnesses at the Affizes.***

Mr. A. B.

**B**Y Virtue of a Writ of *Subpœna* to you directed, and herewith shewed unto you, you are personally to be and appear before his Majesty's Justices of Assize, on \_\_\_\_\_ next, being the 10th Day of *September*, at Nine of the Clock in the Forenoon of the same Day, at the Court then to be holden at \_\_\_\_\_ in the County of \_\_\_\_\_ to testify the Truth according to your Knowledge in a certain Cause now depending, and then and there to be tried between *A. B.* Plaintiff and *C. D.* Defendant, in a Plea of \_\_\_\_\_ on the Part of \_\_\_\_\_ and hereof you are not to fail, on Pain of one Hundred Pounds. Dated the \_\_\_\_\_ Day of \_\_\_\_\_ in the \_\_\_\_\_ Year of the Reign of our Sovereign Lord *George the Second*, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. and in the Year of our Lord 174 \_\_\_\_\_

*A Subpœna Ticket on a Writ of Inquiry.*

**B**Y Virtue of a Writ of Subpœna to you directed, and herewith shewn unto you, you are personally to be and appear before R. B. Esq; Sheriff of the County of S. or his Under-Sheriff, on *Wednesday* the 12th Day of this Instant *October*, at Two of the Clock in the Afternoon, at the House of Mr. J. T. commonly called the *Star Inn* in L. then and there to testify the Truth according to your Knowledge, upon a Writ of Inquiry of Damages, to be then and there executed in a certain Cause now depending between H. K. Plaintiff, and H. H. Defendant, in a Plea of ——— on the Part of the Plaintiff, and this you are not to omit upon Pain of 100 l. Dated the — Day of — in the — Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, &c. and in the Year of our Lord 174 —

Utes.

*An Indenture to lead the Use of a Fine.*

**T**HIS Indenture made, &c. Between L. R. of, &c. of the one Part, and W. R. of, &c. of the other Part, Witnesseth, That it is covenanted, &c. by the said Parties to these Presents, and the said R. L. for herself, her Heirs, Executors and Administrators doth covenant, &c. in Manner and Form following, that is to say, That she the said R. L. shall and will before the Feast-Day of, &c. by Fine in due Form of Law to be levied before the Justices of

this Majesty's Court of Common Pleas at *Westminster*, with Proclamations according to the Form of the Statute in that Case made and provided, all that the *Ec.* hereafter mentioned, that is to say, one, *Ec.* in *W.* aforesaid, *Ec.* called or known by the Name or Names, *Ec.* and bounding and abutting in Manner following (that is to say) by such Names, Bounds, Numbers of Acres and particular Species, as Lands, Meadow, Pasture, *Ec.* as in the said Fine shall be mentioned, and thereby acknowledged to be the Right of the said *W. R.* as that which the said *W. R.* hath of the Grant of the said *L.* and that the said Fine so to be levied, and the Exaecution thereupon to be had or taken, shall be to the only Use and Behoof of the said *W. R.* his Heirs or Assigns, and not to any other Use or Uses whatsoever. *An Witness, &c.*

*An Indenture to lead the Use of a Recovery.*

**T**HIS Indenture quadripartite, made, *Ec.* Between *H. P.* of, *Ec.* of the first Part, *T. P.* of, *Ec.* of the second Part, *J. T.* and *J. S.* of the third Part, and *A. P.* of, *Ec.* Widow, late Wife of *T. P.* deceased, of the fourth Part, Witnesseth, That for divers good Causes, *Ec.* it is covenanted, *Ec.* by and between the said Parties to these Presents, and each of the said Parties to these Presents, do covenant, *Ec.* to and with the others of them in Manner and Form following, that is to say, That he the said *J. T.* and *J. S.* shall, on or before the Feast-Day of, *Ec.* next ensuing, purchase and sue forth out of the High Court of Chancery of our Sovereign Lord the King, one Original Writ of Entry *sur Disseisin en le post*, against the said *H. P.* returnable before the Justices at a certain  
M Time

Time in the said Writ, and thereby shall demand against the said *H. P.* all the Lands, &c. situate, lying and being in *H.* and *W.* or in either of them in the said County of *S.* called or known by the Name of, &c. or by whatsoever other Name or Names the same hath been called or known, or as Part, Parcel or Member thereof, reputed, esteemed or taken, containing in all by Estimation, &c. whether, more or less thereof there be; and also all and singular other the Premises, with the Appurtenances in *H.* and *W.* afore said, or in either of them which the said *H. P.* lately purchased or had of the Gift or Grant of the said *T. P.* Party to these Presents, by certain Names, Numbers of Acres and Quantity of Land in the said Writ to be specified, unto which said Writ the said *H. P.* shall appear *gratis*, and take upon him the Tenancy of the said Lands, Tenements and other the Premises with the Appurtenances, and vouch to Warranty the said *T. P.* Party to these Presents, who shall likewise appear *gratis*, and after shall make a Departure in Despight of the Court, so that Judgment shall be thereupon given, that the said *J. T.* and *J. S.* shall recover the said Lands, &c. and other the Premises in the said Writ to be contained against the said *H. P.* and that the said *H. P.* shall recover in Value against the said *T. P.* Party to these Presents, and the said *T. P.* Party to these Presents, shall recover in Value against the said Common Vouchee, and that Execution of the said Common Recovery so to be had, shall be made according to the Form of Common Recoveries in such Case used. **And further** the said *J. T.* and *J. S. H. P.* and *T. P.* Parties to these Presents, and the said Common Vouchee and either and every of them, shall and will make, do and acknowledge, execute and suffer all and every such Act and Acts, Thing and Things whatsoever

An

I

R. R.  
of, &  
divers  
covenants  
agreed



soever, meet, necessary or expedient for the Prosecution of the said Recovery, and the Execution thereupon, according to the Form and Order of Common Recoveries, with double Voucher in such Cases used. And it is further Covenanted, &c. by and between all the said Parties to these Presents, and each of the said Parties doth by these Presents, Covenant, Grant, Conclude, Condescend and fully Agree, to and with the other of them, in Manner and Form following, (that is to say) That the said Recovery of all and singular the Lands, &c. and other the Premises, shall for ever immediately from and after the Recovery and Execution had, be and remain, and all and every Person and Persons, which now or at any Time of the said Recovery to be had, shall stand and be seised of the said Premises or of any Part thereof, shall stand and be seised of all and singular the Lands, &c. and other the Premises and every Part thereof, to the only Use and Uses hereafter expressed, and not to any other Use or Uses, Intents and Purposes, that is to say, **To the Use of the said A. P.** for and during the Term of her natural Life, and after her Decease, **To the Use and Benefit of the said H. P.** his Heirs and Assigns for ever, and not to any other Use or Uses. **In Witness,** &c.

*An Indenture to lead the Uses both of  
a Fine and Recovery.*

**THIS** Indenture tripartite, made, &c. Between J. G. of, &c. of the first Part, R. R. of, &c. of the second Part, and T. B. of, &c. of the third Part, Witnesseth, that for divers good Causes and Considerations it is covenanted, granted, concluded and fully agreed upon, by and between all the said Par-

ties to these Presents, and each of the said Parties do by these Presents, for themselves, their Heirs, &c. covenant, grant, conclude and fully agree to and with the other of them, their Heirs, Executors, &c. in Manner and Form following, that is to say, That the said J. G. shall and will before the — &c. next, &c. at his own proper Cost and Charges in the Law before the Justices of our Sovereign Lord the King, in His Majesty's Court of Common Pleas at *Westminster*, acknowledge and levy one Fine *sur Cognizance de droit come ceo que il ad de son done* unto the said R. R. and T. B. with Proclamations, according to the Form of the Statute in such Case made and provided in due Form of Law to be had and levied of all that Messuage, &c. situate, lying and being in the Parish of H. in the County of K. now in the Tenure or Occupation of A. T. the Younger, and sometime were the Lands and Tenements of W. H. deceased, by certain Names, Number of Acres and Quantity of Land in the said Fine, to be contained, by which Fine the said J. G. shall acknowledge the said Messuage, &c. and all and singular other the Premises with the Appurtenances, to be the Right of the said R. R. and T. B. as those which the said R. R. and T. B. shall have of the Gift of the said J. G. and the same shall remise, release and quit claim unto the said R. R. and T. B. and their Heirs for ever, which said Fine so to be acknowledged and levied, and the Execution thereupon to be had and taken, and the said Messuages, &c. shall be adjudged, deemed and taken to be, and the same and every Part and Parcel thereof shall be, to the only Use and Behoof of the said R. R. and T. B. their Heirs and Assigns for ever, and not to any other Use whatsoever. And further, That the said R. R. and T. B. shall, after the said Fine so to be acknowledged and levied, permit and suffer the said

said T. B. Party to these Presents, and J. D. to purchase and sue forth against them the said R. R. and T. B. one Writ of Entry *sur Disseisin per se* &c. and thereby to demand against them the said R. R. and T. B. the said Messuages; and all other the Premises with the Appurtenances, by certain Names in the said Writ to be contained, into which said Writ so to be purchased, the said R. R. and T. B. shall appear giving Mandi vouch to Warranty the said J. G. which said J. G. shall likewise appear and enter into Warranty to plead, and after make Default, and that thereupon Judgment shall be given that the said T. B. Party to these Presents, and the said J. G. shall recover the said Messuages and other the Premises with the Appurtenances, against the said R. R. and T. B. and that they shall recover in Value against the said J. T. and that he shall recover in Value against the Common Vouchee, so that perfect Recovery thereupon be had; and that all the said Parties to these Presents, and the Common Vouchee shall make, do and execute all and every Matter and Thing, meet, necessary and expedient for the Prosecution of the said Recovery, according to the Course of Common Recovery, with double Voucher in such Cases used, which said Recovery so to be had and executed, and the Execution thereof, shall be and enure To the only Use and Behoof of the said J. T. his Heirs and Assigns for ever, and not to any other Use, Intent or Purpose. In Witness, &c.

*A Declaration of the Uses of a Recovery and Fine already past, (viz.) To the Uses of J. F. and R. F. his Wife for Life, in lieu of a Jointure, and to the Use of a Trustee for 10 Years, to pay Debts and Legacies, and afterwards to the Uses of the right Heirs of J. F. in Fee.*

**T**HIS Indenture tripartite, made, &c. Between J. F. of the first Part, R. F. of the second Part, and R. C. and C. R. of the third Part: Whereas the said R. C. and C. R. in Trinity Term last, did by Writ of Entry *sur disseisin en le post* recover against the said J. F. All, &c. (as in Recovery) as in and by the said Recovery remaining of Record in his Majesty's Court of Common Pleas at *Westminster*, relation being thereunto had, may more fully appear: And whereas, &c. (*Recite the Fine if any be*): Now this Indenture Witnesseth, That the true Intent and Meaning of the said J. F. and of the said Recoveries, and Parties to the said Recovery, and of the Cognizees of the said Fine before and at the several and respective Time and Times of the suffering of the said Fine, for, touching and concerning the said, &c. and Premises whereof the said Recovery and Fine were severally and respectively suffered and acknowledged afore said, always was and yet is, that as well the said Recovery as the said Fine, and all and every Fine and Fines, Recovery and Recoveries, and other Acts and Assurances of and concerning the said, &c. with the Appurtenances, or any of them, at any Time formerly suffered, levied, executed or had, wherein or whereunto the said



said J. F. was or is any way a Party, and all and every the Executions of the same should and shall be, and enure, and be construed, adjudged, deemed, and taken to be and enure, and are hereby covenanted, granted, agreed and declared to be and enure, to the Uses, Purposes and Intents, and under the Provisoos, Conditions and Limitations hereafter in these Presents expressed, limited and declared; and that the said Recoveries and either of them, and all the Parties in the said Recovery, and Takers thereby and their Heirs, and all other Person and Persons, and his and their Heirs, who now are or then were, or hereafter shall be seised of the said, &c. with their and every of their Appurtenances comprised in the said Recovery, should and shall stand and be seised of the said, &c. comprised in the said Recovery, and of every Part and Parcel thereof, with the Appurtenances, to the Uses, Purposes and Intents hereafter expressed; and that the said Cognizees of the said Fine and either of them, and all the Parties to the said Fine and the Takers thereby, and the Heirs of them and every of them, and all and every other Person and Persons and his and their Heirs, who at the Time of the levying of the said Fine, were or now are, or hereafter shall be seised of the aforesaid, &c. comprised in the said Fine, and every of them, should and shall stand and be seised of the same, &c. comprised in the said Fine, and every Part and Parcel thereof, with the Appurtenances, to the Uses, Purposes and Intents hereafter in these Presents expressed and declared (that is to the say) for, touching and concerning the said, &c. with the Appurtenances comprised in the said Recovery, To the Use and Behoof of the said J. F. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Decease

of the said *J. F.* To the Use and Behoof of *R. F.* now Wife of the said *J. F.* for and during the Term of her natural Life, for her Jointure, and in lieu and full Recompence of her Dower, out of all the Lands, &c. whereof the said *J. F.* now is or at any Time was, or shall be seised of any Estate of Inheritance, during the Coverture between him and the said *R. F.* and for, touching and concerning all and every the other, &c. mentioned and comprised in the said Recovery and Fine. To the Use and Benefit of the said *J. F.* for and during the Term of his natural Life, without Impeachment of Waste, and for, touching and concerning the immediate Remainder of the said, &c. before mentioned, or meant to be limited to the said *R. F.* for her Jointure as aforesaid, immediately from and after the Decease of the said *J. F.* and *R. F.* his Wife, and of the Survivor of them, and the immediate Remainder of all and every the other, &c. and every of them comprised within the said Recovery and Fine, (whereof there is no Use before limited or declared to the said *R. F.* for her Jointure) to such Uses, Purposes and Intents (immediately from and after the Decease of the said *J. F.* and such Provisoos, Conditions and Limitations as are hereafter in these Presents specified, expressed, limited and declared, and to no other Use, Intent or Purpose whatsoever (that is to say) To the Use of the said *R. C.* and *C. R.* their Executors, Administrators or Assigns, for and during the Terms and Spaces of Years herein after mentioned, to commence and begin, as herein after follows, (*viz.*) for, touching and concerning the said, &c. before limited to the said *R. F.* for her Jointure, for the Term or Space of 10 Years, to begin immediately from and after the Death of the longest Liver of them, the said *J. F.* and *R. F.*

his

his Wife, and for, touching and concerning all the Rest and Residue of the said, &c. comprised in the said Recovery and Fine, for and during the like Term and Space of 10 Years, to commence immediately from and after the Decease of the said J. F. upon Trust and Confidence, and for and unto the End, Intent and Purpose, that they the said R. C. and C. R. their Executors, Administrators and Assigns, shall and may receive, perceive, dispose and employ the Rents, Revenues, Issues and Profits of all and every the said, &c. for and during the said several Terms of 10 Years for and towards the Payment and Satisfaction of all such Debts and Sums of Money which he the said J. F. doth now owe or shall hereafter borrow or owe, or for which any Person or Persons now doth or do, or hereafter shall stand engaged for or with the said J. F. and for his proper Debt and for and towards the Payment of such Legacy or Legacies and Sums, which the said J. F. shall by his last Will and Testament in Writing, to be by him signed, sealed and published, before three sufficient Witnesses at the least, give, limit, ordain and appoint, and from and after the End, Expiration, Surrender or other Determination of the said Term or Terms of 10 Years, as they shall severally end and determine, **To the Use and Behoof** of such Person and Persons, and for such Estate and Estates, as the said J. F. shall by his last Will and Testament in Writing, in the Presence of three or more creditable Witnesses, limit, appoint and declare; and in Default of such Limitation, Appointment or Declaration, **To the Use and Behoof of, &c. Provided always, &c. (Here may follow a Power in J. F. to make Leases, &c. reserving the accustomed Rent, &c.)**

## Warrants.

### Of Attorney to confess a Judgment.

To A. B. C. D. E. F. &c. Gent. Attornies  
of his Majesty's Court of ——— at  
Westminster, jointly and severally, or to  
any other Attorney of the same Court.

**T**HESSE are to desire and authorize you the Attornies above-named, or any one of you, or any other Attorney of the Court of ——— afore said, to appear for me R. D. of ——— in the said Court, as of *(this present)* ——— Term, or any *(other)* subsequent Term; and then and there to receive a Declaration for me in an Action of Debt, for ——— l. on a Bond, bearing even Date herewith (or, for ——— l. for so much Money borrowed) at the Suit of L. M. of ——— and thereupon to confess the same Action, or else to suffer a Judgment by *He saith nothing, I am not informed,* or otherwise, to pass against me in the said Action, and to be thereupon forthwith entred up against me of Record, as of *this (present)* ——— Term; or any *other* subsequent Term for the said Debt, together with Costs: And for your so doing this shall be to you, or any one of you, or to any other Attorney as afore said, your, his, their or any of their sufficient Warrant. In Witness whereof I have hereunto set my Hand and Seal the ——— Day of ——— in the ——— Year of the Reign of our Sovereign Lord George the Second, by the Grace of God, of Great Britain, France and Ireland King, Defender of



## Warrants.

251

of the Faith, &c. and in the Year of our  
Lord ———

Note ; *This Warrant of Attorney must not be  
taken from any Person in Custody, unless an  
Attorney of his appointing, and at his Request,  
be present, and witness the Execution.*

*To acknowledge Satisfaction on Record.*

*To, &c. (as before.)*

**W**hereas I *A. B.* of ——— in ———  
Term now last past, obtained and re-  
covered a Judgment in the said Court of ———  
against *C. D.* of ——— for ——— l. Debt,  
and ——— l. Damages or Costs of Suit, as by  
the Records thereof remaining in the said Court  
more at large may appear, of and for which  
said Judgment, and Debt and Damages thereby  
recovered, I the said *A. B.* do hereby acknow-  
ledge my self to be fully satisfied, contented and  
paid : These are therefore to authorize you, or  
any of you, to acknowledge and enter Satisfaction  
upon Record in the said Court, of and for the  
said Judgment, and the said Debt and Damages  
thereby recovered ; and for your, or for any of  
your so doing, this shall be your sufficient War-  
rant. In Witness, &c.

*Warrant to defend a Suit.*

**I** Hereby authorize you to appear for me *C. D.*  
to an Action brought against me in the  
Court of ——— at the Suit of *E. F.* and  
plead thereto, and further to do such Things  
therein

## Warrants.

therein as you shall think necessary for my Defence in the said Action.

Dated this — Day of — Yours  
 of — — — — —  
 under my Hand and Seal the  
 — — — — — in the Year of our Lord

*Another in Ejectment.*

Mr. J. N.

I Hereby authorize you to appear for me to this Declaration, and make me Defendant in the Room of the Nominee Defendant, and enter into the Common Rule for confessing Lease, Entry and Ouster, and thereupon plead Not guilty.

Your humble Servant

Day of

1740.

S. B.

*Order or Authority from the Plaintiff to the Sheriff and Gaoler to discharge the Defendant.*

TO G. L. Esq; Sheriff of the County of S. and to the Keeper of the Common Gaol within the said County, J. L. of — — — — — sends

Recital of Greeting: Whereas J. D. of — — — — — is now a Prisoner in your Custody, by Virtue of a Writ of *Capias* ner's being *ad satisfaciendum*, issued out of the Court of charged in — — — — — at Westminster, at the Suit of me the Execution. said J. L. for certain Damages in the said Writ mentioned, for which said Damages I have received Satisfaction. Now therefore these are to will and authorize you, and each of you, that you immediately discharge and release the said J. D. of and from the Execution aforesaid, and of and from all Writs and Process whatsoever, at my

my Suit, and of and from all or any Restraint and Imprisonment, by Occasion of any Execution, Writ or Process heretofore charged against him by me the said J. L. And for so doing this shall be your sufficient Warrant. Given under my Hand and Seal the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_

Wills.

*A Preamble for one in Health.*

**I**n the Name of God, Amen. I A. B. of \_\_\_\_\_ in the County of \_\_\_\_\_ being in perfect Health, and of sound Mind, Memory and Understanding; but considering the Uncertainty of this transitory Life do make, publish and declare this my last Will and Testament in Manner and Form following, (to wit.)

*For one that is Sick.*

\_\_\_\_\_ Being Sick, and weak in Body, but of sound Mind, Memory and Understanding, do make and publish this my last Will and Testament in Manner and Form following, (to wit.)

*Preamble for one that is going to Sea.*

**I**n the Name of God, Amen. I A. B. of, &c. Mariner, being in good Health of Body, and of sound Mind and Memory, and being forthwith to depart on a Voyage to \_\_\_\_\_ do make this my last Will and Testament as follows. \_\_\_\_\_

*For*

*For a Wife impowered by her Husband,  
before Marriage, to make a Will.*

— Do (by Virtue of a Power to me in that Behalf reserved and given before my Intermarriage with my (present) Husband B. A. for giving and disposing of several Goods and Chattels, and other Estate as is mentioned in certain Indentures, bearing Date the, &c. make —  
*Bequests of* First of all, I give and bequeath unto —  
*Money.* the Sum of —

Also, I give and bequeath unto —  
the Sum of —

*Plate.* Also, I give and bequeath unto — all my Plate, &c.

*Household Goods.* Also, I give and bequeath unto — all my Household Goods.

*Tuition of Children,* And for the better Education of my Children J. E. and B. I do give and dispose of the Tuition and Custody of them, and every of them, unto my Wife, until such Time as they and either of them respectively continue unmarried, and under the Age of Twenty-one Years, and that my Wife remain my Widow: But if my Wife die or marry, during the single Life and Nonage of any of my Children, I give then the Custody and Tuition of such of my Children to being unmarried, and under the Age of Twenty-one Years, at the Marriage or Death of my Wife, which shall first happen, unto —

*and Maintenance.* Also I do allow for my Son J.'s Maintenance at Schools for so many Years as he shall remain there,



there, 40 *l. per Ann.* for my Son *E.*'s Maintenance, till he be put to a Grammar-School, 20 *l. per Ann.* and when he is placed at a Grammar-School, 30 *l. per Ann.* and when my Wife and other Trustees shall think fit to remove my Son *J.* from School, I desire he may be placed, &c.

I give and bequeath the House I now live in, and, &c. thereto belonging, which I hold of a Lease-by Lease from *W. S. Esq;* situate, &c. to my Son *C. B.* To hold to him during his natural Life, and after his Decease I give the same to my Daughter *E. B.* during the Remainder of my Estate and Interest therein.

I give and bequeath unto my Kinsman *C. D.* and my loving Friends *E. F.* and *G.* of all that my Leasehold Estate which I lately purchased of *T. B. Gent.* situate for Term of Years yet to come, determinable, together with the Indenture of Lease, whereby I hold the same; To have and to hold to them the said *C. D. E. F.* and *G. H.* their Executors, Administrators and Assigns, from and immediately after my Decease, for and during the Rest, Residue and Remainder of the Term then to come and unexpired, granted to me by the said Indenture of Lease, Upon this special Trust and Confidence in them reposed, and to the Intent and Purpose that they the said *C. D. E. F.* and the Survivors and Survivor of them, and the Executors and Administrators of such Survivors and Survivor, do and shall permit and suffer her my said Wife *E. B.* To have, hold and enjoy all such my said Leasehold Estate to them given as aforesaid, and to receive and take to her own Use and Behoof the Rents, Issues and Profits thereof, from and immediately after my Decease,

Decease, for and during so much of the Term as shall run out and expire in the Life-time of her my said Wife; and after her Decease, upon this further Trust and Confidence, and to the Intent and Purpose that they the said C. D. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall, out of the Rents, Issues and Profits arising out of my said Leasehold Estate, well and truly pay, or cause to be paid, unto my said Daughter D. B. her Executors, Administrators and Assigns, for and during so much of the said Term to me therein granted as aforesaid, as shall run out and expire in the Life-time of her my said Daughter, the yearly Sum or Annuity of — 1. to be paid, &c. by even and equal Portions; the first Payment thereof to be made at, &c. which shall first and next happen after the Decease of my said Wife; And upon this further Trust and Confidence, and to the Intent and Purpose that they the said C. D. &c. and the Survivor, &c. and the Executors, &c. do and shall permit and suffer my said Son T. B. To have, hold and enjoy all such my said Leasehold Estate, charged with the said Annuity of — 1. per Ann. to my said Daughter, and to receive and take the Overplus of the Rents, Issues and Profits thereof to his own proper Use and Behoof, from and immediately after my said Wife's Decease, for and during all the Rest, Residue and Remainder of the Term to me therein granted, which shall be then to come and unexpired.

*A Devise  
of Copyhold  
Lands.*

I do hereby give, devise and bequeath all those my Copyhold Messuages, Lands, Tenements and Hereditaments in ——— and every of them, with the Rents, Issues and Profits thereof, (the same being already surrendered to the Use of

of my last Will unto my said Daughter *E. B.* To Daugh-  
from and immediately after my Decease, for and *ter for Life,*  
during her natural Life; and after her Decease, *Then to*  
then I give, and devise the same to my Grandson *Grandson,*  
*T. B.* and the Heirs of his Body lawfully to be &c.  
begotten; and for Default of such Issue, then to  
the Heirs on the Body of my said Daughter  
*E. B.* lawfully begotten; and for Default of such  
Issue, then to my Kinsman *C. B.* Son of         
and to his Heirs for ever.

**I** give and devise all those my Freehold *A Devise*  
Lands, Tenements and Hereditaments which I *Of Freehold*  
hold in Fee-simple, situate, lying and being in *Lands.*

       with the Rents, Issues and Profits of all  
and singular the said Premises unto *C. D.* and  
*E. F.* of **To have and to hold** the said  
Lands, Tenements, Hereditaments and Premises  
to them the said *C. D.* and *E. F.* their Execu-  
tors, Administrators and Assigns, from and im-  
mediately after my Decease, for and during, and  
unto the full End and Term of Ninety-nine Years  
from thence next ensuing and fully to be com-  
pleat and ended, without Impeachment of Waste:

**In Trust** nevertheless, and to the Intent and *In Trust*  
Purpose that they the said *C. D.* and *E. F.* their  
Executors, Administrators and Assigns, do and  
shall out of the Rents, Issues and Profits thereof,  
or thereby arising, or by an Assignment of the  
said Term, or by Grant, Mortgage or Sale of  
the said Premises, or any Parcel thereof, raise  
and levy the clear Sum of        *A* and the  
same being so raised as aforesaid, to pay, or se-  
cure to be paid, unto my Grand-daughter *E. B.* *to pay Por-*  
Daughter of        *Wife of*        *when tions*  
and as soon as she shall attain to the Age of  
Twenty-one Years, or be married (which shall  
first happen). **And** if it shall happen that my  
said Grand-daughter *E. B.* shall depart this Life  
before



before she shall have attained the Age of Twenty-one Years, or be married; then upon this further Trust, and to the Intent and Purpose, that they the said C. D. and E. F. their Executors, Administrators and Assigns, do and shall out of the Rents, Issues and Profits, or by Grant, Mortgage or Sale of the said Premises, or any Part thereof, or by Assignment of the said Term, raise the Sum of — *l.* clear as aforesaid, and the same to pay, or secure to be paid, unto the next Child (be the same Son or Daughter) which shall hereafter be lawfully issuing on the Body of my Daughter — and which shall live to attain the said Age of Twenty-one Years, or marry, which shall first happen, if a Daughter; and if a Son, then, on attaining the said Age of Twenty-one Years only, which said Sum of — so to be raised and paid as aforesaid; I do hereby give and bequeath unto my said Grand-daughter E. B. and in Case of her Decease, to such next Child so hereafter to be issuing on the Body of of my said Daughter — who shall attain the said Age of Twenty-one Years, or be married as aforesaid: And from and immediately after, and as soon as the said C. D. and E. F. or their Heirs, shall have raised the said Sum of — *l.* clear from all Payments and Deductions out of my said Freehold Lands, Tenements and Hereditaments, as herein before is appointed; or in Case of the Death of the said E. B. or other Child respectively, before the respective Times of Payment aforesaid, then my Will is, and I do hereby give and devise all and singular the Premises aforesaid, and the Reversion and Reversions, Remainder and Remainders of all and singular those my Freehold Lands, Tenements and Hereditaments aforesaid, with the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, unto my said Daughter D. B.

*Remainder*

*to Daughter for Life.*

To



To have and to hold to her my said Daughter *D. B.* from henceforth, for and during the Term of her natural Life; and from and immediately after the Decease of the said *D. B.* then I do hereby give and devise the said Premises, and the Reversion and Reversions, Remainder and Remainders of all and singular those my said Freehold Lands and Premises, with the Rents, Issues and Profits thereof, and of every Part thereof to my Grandson *T. B.* Son of my said Daughter *D. B.* and to the Heirs of his Body lawfully to be begotten: And for want or Default of such Issue, then I do hereby give and devise all and singular those my said Freehold Lands, Tenements and Hereditaments in ——— aforesaid, (being Part of the Freehold Lands, Tenements and Hereditaments above-mentioned) with the Rents, Issues and Profits thereof, unto ——— and his Heirs for ever: And also all and singular those my Lands, Tenements and Hereditaments in ——— aforesaid (being the Residue and Remainder of my Freehold Lands, Tenements and Hereditaments above-mentioned) with the Rents, Issues and Profits thereof (for Default of such Issue as aforesaid) unto ——— and his Heirs for ever.

*Remainder to Grand-son and his Heirs.*

*Or for want thereof, to be divided among several.*

I give to *A. B.* and *C. B.* Sons of my Brother *T. B.* the Sum of ——— *l.* a-piece, to be paid or secured to them, respectively, by my said Brother *L. B.* as soon as they shall respectively attain the Age of Twenty-one Years, and not otherwise; and my Will is, and I hereby order, that in Case my Brother *L. B.* shall from Time to Time, as the same shall become due, pay unto my said Nephews *A. B.* and *C. B.* or give to them respectively, such Security within ——— after my Decease, as they or their Father shall approve, for the Payment to them of the said ——— *l.* a-piece

*A Devise of Lands to a Man and his Heirs, on Payment of Legacies.*

a-piece respectively, then and in such Case, and not otherwise, I hereby give, devise and bequeath unto my said Brother *L. B.* called that Messuage, or Tenement, *&c.* now in his Hands called by the Name of *&c.* and in the Tenure of, *&c.* being Part of my Manor, *&c.* and also the Reversion and Inheritance of all those several Tenements, and all Lords Rents and Heriots to each of them belonging, now in the several Possessions of *&c.* with the Royalty of the Lordship of my said Manor of *&c.* together with its Rights, Members and Appurtenances, to hold to my said Brother *L. B.* and his Heirs and Assigns for ever.

*A Devise of Plantations abroad.*

And whereas by the Death of my Uncle *T. B.* several Plantations and Houses, Farms and Negro Servants, Lands, Tenements and Hereditaments in the Island of *Jamaica* descended to my Father *C. B.* late of *Jamaica* deceased; and by Virtue of a Disposition by him made thereof, and a Partition of the said Premises, one fifth Part of the said Plantations is legally come to and vested in me: Now I do hereby give, devise and bequeath all such my said fifth Part or Share of and in the said Plantations and Premises aforesaid (if the same shall remain unsold at the Time of my Decease) together with the Increase and Profits arising therefrom, unto my said Brother *L. B.* his Heirs, Executors, Administrators and Assigns for ever.

*A Devise of a Reversion of Freehold and Copyhold Lands, and of Equity of Redemption.*

I give and devise unto *R. S.* and *H. B.* of *&c.* and their Heirs, the Reversion in Fee of all my Freehold and Copyhold Lands and Tenements, expectant upon the Death of *&c.* situate, *&c.* and also all other my Freehold and Copyhold Lands and Tenements in *&c.* in Possession, Reversion, or wherein I have

I have any Right of Equity of Redemption; In Trust to  
**To hold** the same unto the said **R. S.** and **E. B.** sell, &c.  
 and their Heirs for ever, upon Trust and Con-  
 fidence, nevertheless, that immediately after my  
 Decease, they the said **R. S.** and **E. B.** shall vend,  
 sell and dispose of the said Reversion of my Free-  
 hold and Copyhold Lands, Tenements and He-  
 reditaments, expectant upon the Death of ~~me~~  
 and also immediately after my Decease, sell and  
 dispose of all other my Freehold and Copyhold  
 Lands and Tenements in Possession, Reversion or  
 wherein the Right of Equity of Redemption, is  
 in me the said **P. A.** as aforesaid, to the best  
 Benefit and Advantage, and for the most Profit  
 they may or can, and out of the Monies arising  
 by the Sale of the said Lands, Tenements and  
 Hereditaments, by me before devised, they the  
 said **R. S.** and **E. B.** shall well and truly pay or  
 cause to be paid unto my loving Wife **E. A.** For Pay-  
 the Sum of ~~ye~~ **£. 100.** &c. and the Over- ment of  
 plus of the said Money arising by the Sale of Money.  
 the said Lands, to be paid to my Children share  
 and share alike.

And also all other my Messuages, Lands, Tene- Devise of  
 ments and Hereditaments whatsoever, situate, lying Lands to  
 and being in **C.** or elsewhere in the said County of Executors,  
**D.** to my Executors herein after named, until my till Son,  
 Son **W.** shall attain his Age of 21 Years, and if &c. is of  
 he shall happen to die before he attain such Age, Age.  
 then and in such Case, Until **T.** my second  
 Son shall attain his Age of 21 Years; and if he  
 shall happen to die before such Age, Until **R.**  
 my third Son shall attain his Age of 21 Years;  
 and if he shall happen to die before such Age,  
 Until **D.** my fourth Son shall attain such Age  
 of 21 Years; and if he shall happen to die before  
 such Age, Then I devise the same to my own  
 Right Heirs for ever. Item, My Will and Mean-  
 ing



*And then  
to Trustees  
for Life  
of eldest  
Son, to sup-  
port Con-  
tingent  
Remain-  
ders.*

*After his  
Death to  
his Sons.*

*Remain-  
der.*

*Upon Trust  
to raise  
Portions  
for Daugh-  
ters.*

ing further is, That if my said Son *W.* shall have attained the said Age of 21 Years at the Time of my Death, or if he hath not then attained the said Age, then so soon after as he shall attain the said Age, I do give and devise the said \_\_\_\_\_ and all and every other the Premises, with their and every of their Appurtenances to *E. F.* and *G. H.* and their Heirs, for and during the Life of my said Son *W.* to the Intent to support the contingent Remainders in this my Will after limited, so that the same may not be destroyed; But in Trust, nevertheless to permit and suffer him my said Son *W.* to receive the Rents and Profits thereof to and for his own Use, during his natural Life; and from and after his Decease, Then I devise the said \_\_\_\_\_ Messuages, Lands, Tenements, Hereditaments and Premises, to the first Son of the Body of my said Son *W.* lawfully issuing, (whether then born or unborn) and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, then likewise to the Second, Third and every other Son of my said Son *W.* successively, and in Remainder the one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of every such Second, Third and other Son or Sons, (the eldest of such Sons and the Heirs Male of his Body being always preferred and to take before any of the Younger Sons, and the Heirs Male of his Body.) And in case of all such Issue Male failing, and that my said Son *W.* shall have a Daughter or Daughters at his Death, (born or unborn) my Will is, and I do hereby devise the said Manor, Advowson, Messuages, Lands, Tenements and Hereditaments to the said *E. F.* and *G. H.* and their Executors and Assigns, for and during the Term of 99 Years thence next ensuing, without

Im-



Impeachment of or for any Manner of Waste, and with full and free Liberty of and for doing and suffering of any Waste; In Trust for the levying or raising by or by the Way or Means of making any one or more Lease or Leases, Mortgage or Mortgages, Sale or Sales, or other Disposals of all, every or any of the Premises, or any Part or Parts thereof, or of the Writs, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of 1000 *l.* of lawful Money of *Great Britain*, for such Daughter or Daughters to be equally divided between them, (if more than one) payable to her or them respectively, at her or their respective Age or Ages of 21 Years, or Marriage or Marriages, whether shall first happen, for her or their respective Portion or Portions, and if any such Daughter or Daughters shall happen to die (being more than one) before such her or their respective Age or Ages, Marriage or Marriages, then and in such Case, the Survivor or Survivors of them shall have her Share or Shares thereof so dying; and if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such Case such 1000 *l.* nor any Part thereof, shall not be raised (if not raised before) but if raised shall go and be paid and payable unto him, to whom the Freehold of and in the Premises shall then, as herein is after mentioned, be in Trust for. And in Case my second Son *W.* shall leave no Son nor Daughter at the Time of his Death (born or unborn) of his Body, or if he shall have left a Daughter or Daughters, and the said 1000 *l.* shall in any ways, as aforesaid, be raised, paid and satisfied, then and in such Case my Will and Meaning is, that the said Term of 99 Years shall as to all other Intents and Purposes be void and

*Remainder in Trust for second Son.* and of no Effect. And then I do give and devise the said \_\_\_\_\_ and all and every other the Premises, with their and every of their Appurtenances, to the said E. F. and G. H. and their Heirs, for and during the Life of my said Son T. if he shall then have attained the Age of 21 Years, and if he hath not then attained the Age of 21 Years, to the Intent to support the contingent Remainders in this my Will after limited, so that the same be not destroyed; ~~But~~ in Trust, nevertheless, to permit and suffer him my said Son T. to receive the Rents, Issues and Profits thereof, to and for his own Use, during his natural Life; and from *Remainder to his Sons.* and after his Decease, Then I devise the said Manor, &c. to the first Son of the Body of my said Son T. lawfully issuing, whether then born or unborn, and to the Heirs Male of the Body of such first Son lawfully issuing, and for Default of such Issue, then likewise to the second, third, and every other Son of my said Son T. successively, and in Remainder the one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of every such second, third and every other Son and Sons, (the eldest of such Son and Sons, and the Heirs Male of his Body, being always preferred *Remainder in Trust to raise Portions for his Daughters.* and to take before any of the Younger Sons and the Heirs Male of his Body. And in Case of all such Issue Male failing, and that my said Son T. shall leave a Daughter or Daughters at his Death, (born or unborn) my Will is, and I do hereby devise the said Manor, &c. to the said E. F. and G. H. and their Executors and Assigns, for and during the Term of 99 Years thence next ensuing, without Impeachment of or for any manner of Waste, and with full and free Liberty of and for doing and suffering of any Waste;

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In Trust for the levying and raising by or by the Way or Means of making any one or more Lease or Leases, Mortgage or Mortgages, Sale or Sales, or other Disposal of all, every or any of the said Premises, or any Part or Parts thereof, or of the Rents, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of 1000 *l.* of lawful Money of *Great Britain*, for such Daughter or Daughters, to be equally divided between them, (*if more than one*) payable to her or them respectively, at her or their respective Age or Ages of Twenty-one Years, or Marriage or Marriages, whether shall first happen, for her or their respective Portion or Portions. And if any such Daughter or Daughters shall happen to die, (being more than one) before such her or their respective Time or Times for being paid, then and in such Case the Survivor or Survivors of them, shall have all her or their share or shares thereof so dying. And if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such Case, such 1000 *l.* or any Part thereof shall not be raised, (if not raised before) but if raised, shall go and be paid and payable to him to whom the Freehold of and in the Premises shall then, as herein is after mentioned, be in Trust for. And in Case my said Son 7. shall leave no Son or Daughter at the Time of his Death, (born or unborn of his Body) or if he shall have left a Daughter or Daughters, and the said 1000 *l.* shall in any wise as aforesaid be raised, paid or satisfied, then and in such Case my Will and Meaning is, that the said Term of *Proviso to 99 Years* shall as to all other Intents and Pur-impower poses be Void and of none Effect: *Provided* Devisee to also, and my Will and Meaning is, That it shall make a and may be lawful to and for every such of my Lease for said Years.



said Sons to whom the Trust of the Freehold of the said Premises shall come, (whilst in his actual Possession) by any Writing or Writings indented, to be by him subscribed and sealed, in the Presence of two or more credible Witnesses, to devise or lease all or any Part of the said Manor, &c. to any Person or Persons, for any Term or Number of Years, not exceeding Twenty-one Years, to commence in Possession and not in Reversion, reserving upon every such Lease or Leases, during the Continuance of the same respectively, the best improved yearly Rent that can be got for the same, (after the Improvement made thereof) without any Fine or other Thing to abate the Rent, and so as such Lease or Leases be not made dishonourable of or for Waste.

*And Jointure for Sons Wives.*

*Bequest of Annuities to younger Sons.*

And my Will and Meaning further is, That every or any such of my said Sons, as shall be in the actual Enjoyment of the said Manor of, &c. aforesaid, shall and may assure, limit and appoint, by any Deed in Writing under his Hands and Seal, such Part or Parcel of the said Manor of, &c. and other the Premises, as he shall think fit, unto or for a Jointure for a Wife for and during her natural Life. Item, I give and bequeath to such and every of my five Younger Sons, R. W. T. C. and J. severally, until they respectively shall attain their respective Ages of nine Years, the Sum of 60 *l.* per Ann. of lawful Money of Great Britain, and from thenceforth until they shall have respectively attained their respective Ages of 16 Years, the Sum of 100 *l.* per Ann. of like lawful Money, and from thenceforth until they shall have respectively attained their respective Ages of 18 Years, the Sum of 150 *l.* per Ann. of like lawful Money, and from thenceforth until they shall respectively have attained their respective Ages of 21 Years, the

Sum



Sum of 200*li* per An*nu*m. of like lawful Money, the same to be paid to every of them respectively, from Time to Time, by my Executors herein after named, out of my real and personal Estate, by equal Quarterly Payments, on the four most usual Feast Days, commonly called Lady-Day, Midsummer-Day, Michaelmas-Day and Christmas-Day, in and for the respective Times being, the first Payment thereof to commence and be made at and upon such of the said Feast Days as shall happen next after my Decease. Item, I give and devise to F. my Wife, W. B. T. C. and H. L. and to their Heirs, All that Manor of R. or by whatsoever other Name the same is called, with its Rights, Members and Appurtenances; And also all other my Messuages, Lands, Tenements and Hereditaments whatsoever with the Appurtenances, in the County of E. upon Trust and Confidence, and to the Intent and Purpose, that they or the Survivor or Survivors of them, on the Heirs of such Survivors, do and shall with all convenient Speed, after my Son W. shall attain his Age of 21 Years, sell to such Person or Persons, as they my said Trustees, or the Survivor or Survivors of them, or the Heirs of such Survivor shall think fit, All that my said Manor of R. in the said County of E. And also all other my Messuages, Lands, Tenements and Hereditaments whatsoever, in the said County of E. or any of them, or any Part or Parts thereof, with their Appurtenances, and as soon after as conveniently they can lay out and dispose of the Money thereby arising, in and about the Purchasing of one or more Annuity or Annuities, Rents or Rents, or other Yearly Profits, for my said four youngest Sons, W. T. C. and F. more such of them as shall be then living, in equal Proportion, (if more than one) for their respective Life or Lives, and in the mean while to allow

*Devise of Manor, &c. in Trust to sell for Portions for younger Sons.*

him or them, the Rents, Issues and other Profits, (if any) as well of such Manor, Messuages, Lands, Tenements and Hereditaments, as also of all

*Recital of a Grant of an Office.*

such Money; And whereas I have in the Name of G. P. and M. G. both of L. (which said M. G. is now dead) and also in the Name of R. H. of L. obtained a Grant under the Great Seal of England, after the Death, Surrender or Forfeiture of J. S. of the Office of Surveyor of the Petty Customs and Subsidies in the Port of L. with all the Fees and Profits to the same belonging, for and during the natural Lives of my Sons R. and W. and the Life of the longer Liver of them, or to such like Effect, as by such Grant, Relation being thereunto had, may more fully appear. And whereas I have granted unto K. T. out of the said Office when it shall happen to come to me, the yearly Sum of

*Confirmation of a Grant of 100 l. per Ann. out of the said Office. Devise of the Office.*

100 l. for and during her Life; Now my Will is and I do hereby order and direct the said 100 l. per Ann. to be paid to her the said K. T. out of the Profits of the said Office, when it shall happen to fall according to my said Grant made thereof to her: And also I give and devise all the Trusts, Benefits and other Profits arising of and from the same, to my said four youngest Sons W. T. C. and J. or to such of them as shall be living at my Decease or Commencement of the said Grant, for all the Term, Estate and Interest that I and my said Trustees have and ought to have therein, equally between them, and in Case any one or more of my said four youngest Sons shall happen to die during the Continuance of such Term or Estate in the said Office, that then the whole Profits arising by or from such Office, shall equally go to and be divided amongst the Survivors of my said four youngest Sons; and in case three of my said four youngest Sons shall die during the Continuance of the

said

said Term and Interest, then I will and devise that the Survivor of them shall thenceforth have and enjoy the whole Profits thereof to his own Use.

And whereas I am interested in a long Term for Years yet to come, of and in several annual Payments, payable out of the Revenue of Excise, amounting in the Whole to 300 l. per Ann. or thereabouts: And whereas by, and by Means of a certain Indenture tripartite, bearing Date on or about the — Day of — last past, before the Date hereof, and made or mentioned to be made between J. T. of, &c. in the County of M. of the first Part, my self and F. my Wife of the second Part, and E. B. of, &c. in the County of G. and H. J. &c. of the third Part, my Estate in F. and elsewhere in the said County of G. is settled for (amongst other Things) such of my younger Sons R. W. T. C. and J. as shall attain his or their respective Age or Ages of Twenty-one Years, as by the said Indenture, Relation being thereunto had, may appear: My Will and Meaning is, that the said 300 l. per Ann. shall be paid in equal Portions to such of my said younger Sons R. W. T. C. and J. as shall have attained the Age of Twenty-one Years, and shall not enjoy the said Estate of F. and elsewhere in the said County of G. but if none of my said younger Sons shall enjoy the said Estate of F. and elsewhere in the said County of G. and shall not have attained that Age, then such Son under that Age shall not have his Share and Proportions thereof until he hath attained that Age; and that when such of my said younger Sons shall have attained the said Age of Twenty-one Years, and shall not enjoy the said Estate, and all other my said younger Sons who shall

*Recital of an Annuity payable out of the Revenue of Excise. And of a Settlement upon younger Sons.*

*Devise of said Annuity.*



shall not enjoy the said Estate, shall, upon his attaining the said Age of Twenty-one Years, have his proportionable Share of the said 300 l.

*And Estate per Ann.* And also that when any of my said younger Sons shall die under the said Age, or shall enjoy the said Estate, then my Will and Meaning is, that his Part to dying, or enjoying the said Estate, shall go to and be equally divided amongst the Survivors of my said younger Sons who shall have attained the said Age of Twenty-one Years, and shall not enjoy the said Estate; or if not then at that Age, then when each of them respectively shall attain the said Age, the same to be paid to him or to them in equal Proportion. And my Will and Meaning is, that after the Death of the Survivor of my said younger Sons, I do give and bequeath the said annual Payment of 312 l. for all the Term and Terms, Time and Times therein to come, to such Person who shall then be my Heir at Law. Item, I give and bequeath to

*Request of Money to Daughter to be paid her on Marriage, and further for Maintenance.*

my Daughter M. 600 l. to be paid her by my Executors herein after-named, at her Day of Marriage: And I do hereby will, order, and direct my said Executors in the mean Time, to allow and pay her yearly for her Maintenance and Education, until she shall attain the Age of Ten Years, 40 l. of lawful Money of Great Britain, and from thenceforth until, &c. the same, and such other yearly Sums aforeaid (payable to her) to be paid at such four most usual Feast-Days aforeaid in the Year called, &c. by equal Portions, in and for the respective Times being, whereof the first Payment to begin and be made upon the first of the said Quarter-Days which shall happen after my Decese.

Item,



Item, I give and devise to F. B. Gent for Bequest of his Life, one Annuity, or yearly Rent of 50*l*. Annuity per Ann. to be issuing and payable, as well out-chargeable of my Manor of A. in the Parish of B. in the County of C. as also out of the Estate which I now, &c. lately purchased of R. P. and his Mother, or one of them, situate, lying and being in the Parishes of R. S. and W. some, or one of them, in the County of C. or out of either of them, or any Part or Parts of them, or either of them, the same to be paid by two half yearly equal Payments; the first of the said Payments to begin at which of the Feast-Days, of St. Michael the Arch-angel, and the Annunciation of the Blessed Virgin Mary, shall happen next after my Decese: And that when and as often as with Per- the same, or any Part thereof, shall be behind or of Di- and unpaid for the Space of twenty Days next after any of the said Feast-Days, on which the same ought as aforesaid to be paid (being law- fully demanded) that then, and so often, and at any Time or Times then after, it shall and may be lawful to and for the said F. B. into or upon the said Manor, Messuages, Lands, Te- nements, Hereditaments and Premises chargeable therewith, or any or either of them, or any Part or Parts thereof, to enter and distress, and such Distress and Distresses to detain, keep and dispose of as he shall think fit, until he shall be fully satisfied and paid all such Arrearages, with the Costs and Charges in and about the Making, Keeping and Disposing thereof.

And further, in Case the Husbands of my A Clause said Daughters, or either of them, or any Per- that if the son or Persons, to whom any Legacy or Benefit Legatees out of, from or by Reason of this my Will, sue Execu- shall commence any Suit or Suits in any Court tors, Lega-

of Law or Equity, or other Court, whatsoever, or by any Ways or Means sue or disturb, or cause to be sued or disturbed, my Executors or Trustees herein named, or any other Person or Persons whatsoever, to whom any Thing is by me given in this my Will, from the receiving, quiet enjoying and possessing of what is by me herein given as aforesaid, and in such Manner as is therein mentioned: Then my Will and Meaning is, that all and every the Legacy and Legacies herein by me given to the Wife and Child and Children of such Husband, either or any of them, and also to any other Person or Persons whatsoever, or any of their Trustees who shall so sue and disturb my said Executrix in the due Execution of this my Will, shall cease, determine and be utterly void: And that then and from thenceforth I do give and bequeath all and every the Legacy and Legacies which I had in this my Will given to such Person or Persons, or in Trust for such Person or Persons, unto my said Grandson A. B. his Executors or Administrators.

*A Clause to enable Executors to sell Lands.* Also I will and ordain, that the Executor of this my last Will and Testament, or his Executors or Administrators, for and towards the Performance of my said Testament, shall, with all convenient Speed after my Decease, bargain, sell and alien in Fee-simple all those Lands, &c. for the doing, executing and perfect finishing whereof, I do by these Presents give, grant, will and transfer to my said Executor, and to his Executors and Administrators, full Power and Authority to grant, alien, bargain, sell, convey and assure all, &c. to any Person or Persons, and their Heirs for ever in Fee-simple, by all and every such lawful Ways and Means in the Law, as to my said Executor, or to his Executors

## Wills.

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Executors or Administrators, &c. or to his or their Counsel learned in the Law, shall seem fit or necessary.

And all the Rest, Residue and Remainder of my worldly Goods and Effects whatsoever, I give, devise and bequeath to — And I hereby nominate and appoint — Executors of this my last Will and Testament, hereby revoking all former Will and Wills by me heretofore made. In witness whereof I have hereunto set my Hand and Seal this — Day of —

A. B.

Signed, sealed, published and declared by the above-named — as and for his last Will and Testament, in the Presence of us who have hereunto subscribed our Names as Witnesses thereto, in the Presence of the said Testator, and in the Presence of each other.

C. D.

E. F.

G. H.

### A Codicil to a Will.

I A. B. of — do this — Day of — make and publish this my Codicil to my last Will and Testament in Manner following (to wit) I give and bequeath, &c. And whereas I have in, &c. by my last Will and Testament, given and bequeathed to, &c. the Sum of, &c. and fearing my personal Estate may fall short of what I expected when I made my Will, I do hereby declare that my Will is, that only the Sum of — be paid to the

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said

## WILLS.

said \_\_\_\_\_ by my Executors, instead of the said Legacy of \_\_\_\_\_ so given by my said Will as aforesaid. Also, it is my Will that, &c. And lastly, It is my Desire that this present Codicil be annexed to, and made Part of my last Will and Testament to all Intents and Purposes. In Witness, &c.

Signed, &c.

## A Nuncupative Will.

**I**, B. his Will by Word of Mouth made and declared by him about the \_\_\_\_\_ Day of \_\_\_\_\_ in the Presence of us who have hereunto subscribed our Names as Witnesses hereto. My Will is, That, &c. (the very Words.)

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